

**Fort Bend County Tabulation  
Bid 21-030  
CCTV Equipment and Services for Juvenile Probation**

**Recommendation: Design Security Controls, LLC  
Funding: Juvenile Camera-Server Projects**

| Item<br>Number       | Juvenile Detention Center<br>122 Golfview Drive, Richmond, TX 77469                                       | Quantity | Design Security Controls,<br>LLC<br>Houston |              | CLS Technology,<br>Inc.<br>Katy |              |
|----------------------|---|----------|---|--------------|---------------------------------|--------------|
| 1.                   | DIGITAL WATCHDOG DW-BJER4U, BLACKJACK<br>4U ERACK, WIN10, 120TB<br>price per each                         | 2        | \$ 18,746.34                                | \$ 37,492.68 | \$ 19,727.22                    | \$ 39,454.44 |
| 2.                   | DIGITAL WATCHDOG DW-BJCLIENT1, HD IP<br>VIDEO MANAGEMENT SOLUTION BLACKJACK®<br>CLIENT™<br>price per each | 3        | \$ 1,749.99                                 | \$ 5,249.97  | \$ 1,840.78                     | \$ 5,522.34  |
| 3.                   | DIGITAL WATCHDOG DW-SPECLSC20, 20 DW<br>SPECTRUM LICENSE<br>price per each                                | 5        | \$ 1,598.74                                 | \$ 7,993.70  | \$ 1,548.14                     | \$ 7,740.70  |
| 4.                   | DIGITAL WATCHDOG DW-SPECLSC10, DW<br>SPECTRUM IPVMS LICENSE<br>price per each                             | 10       | \$ 799.99                                   | \$ 7,999.90  | \$ 774.06                       | \$ 7,740.60  |
| 5.                   | LABOR<br>price per hour   | 10       | \$ 192.00                                   | \$ 1,920.00  | \$ 72.25                        | \$ 722.50    |
| <b>Grand Total :</b> |   |          | <b>\$ 60,656.25</b>                         |              | <b>\$ 61,180.58</b>             |              |



**COUNTY PURCHASING AGENT**  
**Fort Bend County, Texas**

**Vendor Information**

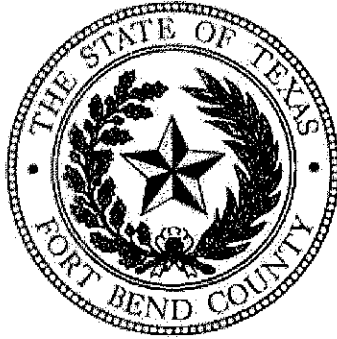
Debbie Kaminski, CPPB  
 County Purchasing Agent

Office (281) 341-8640

|  |  |  |                  |
|--|--|--|------------------|
| Legal Company Name<br>(top line of W9)   | DESIGN SECURITY CONROLS, LLC   |  |                  |
| Business Name<br>(if different from legal name)                                    | DSC  |  |                  |
| Federal ID # or S.S. #<br>47-1287716   | DUNS #   |  |                  |
| Type of Business   | <input checked="" type="checkbox"/> Corporation/LLC<br><input type="checkbox"/> Sole Proprietor/Individual | <input type="checkbox"/> Partnership<br><input type="checkbox"/> Tax Exempt Organization | Age in Business? |
| Publicly Traded Business   | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____                    |  |                  |
| Remittance Address   | 1511 UPLAND DR STE 103   |  |                  |
| City/State/Zip   | HOUSTON TX 77043   |  |                  |
| Physical Address   | 1511 UPLAND DR STE 103   |  |                  |
| City/State/Zip   | HOUSTON TX 77043   |  |                  |
| Phone/Fax Number   | Phone: 713-464-8407 Fax: 713-464-2560  |  |                  |
| Contact Person   | RICK JOHNSON   |  |                  |
| E-mail   | RJOHNSHON@THINKDSC.COM   |  |                  |
| Check all that apply to the company listed above and provide certification number. | DBE-Disadvantaged Business Enterprise _____  | Certification # _____  |                  |
|  | SBE-Small Business Enterprise _____  | Certification # _____  |                  |
|  | HUB -Texas Historically Underutilized Business <input checked="" type="checkbox"/> _____                   | Certification # 1471287716700  |                  |
|  | WBE-Women's Business Enterprise _____  | Certification # _____  |                  |
| Company's gross annual receipts  | <\$500,000 _____   | \$500,000-\$4,999,999 _____  |                  |
|  | \$5,000,000-\$16,999,999 <input checked="" type="checkbox"/> _____   | \$17,000,000-\$22,399,999 _____  |                  |
|  | >\$22,400,000 _____  |  |                  |
| NAICs codes (Please enter all that apply)  |  |  |                  |
| Signature of Authorized Representative   |  |  |                  |
| Printed Name   | Ricky Johnson  |  |                  |
| Title  | General Manger   |  |                  |
| Date   | Nov.10 2019  |  |                  |

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE**

Fort Bend County, Texas  
Invitation for Bid



CCTV Equipment and Services for Juvenile Probation  
BID 21-030

**SUBMIT BIDS TO:**

Fort Bend County  
Purchasing Department  
Travis Annex  
301 Jackson, Suite 201  
Richmond, TX 77469

Note: All correspondence must include the term  
"Purchasing Department" in address to assist in  
proper delivery

**SUBMIT NO LATER THAN:**

Tuesday, November 17, 2020  
2:00 PM (Central)

**LABEL ENVELOPE:**

BID 21-030  
CCTV EQUIPMENT & SERVICES

**ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE  
OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.**

**BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.**

**BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.**

Results will not be given by phone.  
Results will be provided to bidder in writing  
after Commissioners Court award.

Requests for information must be in  
writing and directed to:  
Cheryl Krejci, CPPB  
Senior Buyer  
[Cheryl.Krejci@fortbendcountytexas.gov](mailto:Cheryl.Krejci@fortbendcountytexas.gov)

**Vendor Responsibilities:**

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no  
Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.



Cashier's Check

No. [REDACTED]

30-9  
1140



Remitter: DESIGN SECURITY CONTROLS

November 12, 2020

\*\*\*THREE THOUSAND THIRTY TWO DOLLARS AND 82 CENTS\*\*\*

\$3,032.82

PAY TO THE ORDER OF Fort Bend County

DRAWER FROST BANK

PAYABLE THRU:  
FROST BANK  
SAN ANTONIO, TX 78296

*Raymond Peña Cordero*

AUTHORIZED SIGNATURE  
ISSUER ACCEPTS AS DRAWER/DRAWEE

Frost Bank

CUSTOMER'S COPY  
NON-NEGOTIABLE

Payee: Fort Bend County

November 12, 2020

Remitter: DESIGN SECURITY CONTROLS

|         |            |
|---------|------------|
| Amount: | \$3,032.82 |
| Fee:    |            |
| Total:  | \$3,032.82 |

# Official Proposal



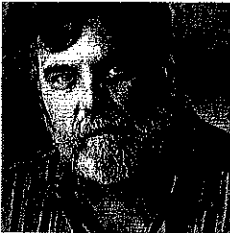
**Design Security Controls, LLC**  
 1511 Upland Drive  
 Suite 103  
 Houston, TX 77043

Office 713.464.8407  
 Fax 713.464.2560  
 E-Mail info@ThinkDSC.com  
 Web www.ThinkDSC.com



**Texas HUB Certified**  
 Vendor # 49671

License Num [REDACTED] CR-G-2123149

| Client  | Project Location   | Prepared By  |
|---|--|--|
| Fort Bend County<br>Kyle Dobbs<br>122 Golfview Dr<br>Richmond, TX 77469<br>United States<br><br>Phone | Fort Bend County<br>Kyle Dobbs<br>122 Golfview Dr<br>Richmond, TX 77469<br>United States | <br>Ricky Johnson<br>General Manager<br>Phone 713-464-8407<br>Mobile<br>Fax 713-464-8407<br>E-Mail rjohnson@thinkDSC.com |

### Proposal Details & Introductory Notes

Proposal Number DSCQ10103-02      Proposal Date Nov 11, 2020      Quote Expires 9/26/2020

This proposal is for a complete replacement of your existing Exacq vision VMS. uses 2 recording servers with 200 TB so you will have 100% redundancy, this means if one of the servers goes down all the cameras will transfer to the second server and continue to record while the first server is being repaired.

This change order provides the following

- 1 provides two 200TB servers
- 2 three new client machines capable of three monitors each for viewing of cameras
- 3 94 camera license. You have 110 cameras and each server purchase comes with 8 licenses.
- 4 labor to replace and program the system.
- 5 we would build the new system next to the old system as to not interrupt any operations while we are setting up and programming the new system.
- 6 this option gives you full audio capabilities off of each camera that we've installed audio on
- .7 digital watchdog manufacturer states that it will work with all your current cameras. But to guarantee this is a factual statement we will bring a laptop in with the digital watchdog software loaded on it tie it to your system and make sure we can see all the cameras prior to starting the change order.

| Manufacturer Part # | Description  | Qty  | Unit Price  | Ext. Price  |
|---------------------|--|------|-------------|-------------|
|                     | Digital Watchdog VMS Replacement with 100% Backup      | 1.00 | \$60,656.25 | \$60,656.25 |
| DW-BJER4U200T       | (2) BLACKJACK 4U ERACK,WIN 10,200TB, RAID              |      | \$18,746.34 | \$37,492.68 |
| DW-BJCLIENT1        | (3) HD IP Video Management Solution Blackjack® Client™ |      | \$1,749.99  | \$5,249.97  |
| DW-SPECLSC20        | (5) 20 DW SPECTRUM LICENSE                             |      | \$1,598.74  | \$7,993.70  |
| DW-SPECLSC10        | (10) 10 DW SPECTRUM IPVMS LICENSE                      |      | \$799.99    | \$7,999.90  |
| Wage Rate Labor     | (10) Wage rate labor scale                             |      | \$192.00    | \$1,920.00  |

| Manufacturer Part # | Description | Qty | Unit Price      | Ext. Price         |
|---------------------|-------------|-----|-----------------|--------------------|
|                     |             |     | <b>SubTotal</b> | <b>\$60,656.25</b> |
|                     |             |     | <b>Tax</b>      | <b>\$0.00</b>      |
|                     |             |     | <b>Shipping</b> | <b>\$0.00</b>      |
|                     |             |     | <b>Total</b>    | <b>\$60,656.25</b> |

*Project is based upon acceptance of a mutually agreed upon contract Terms & Conditions. DSC considers this proposal an integral as part of any contract and/or purchase order offer. A written acceptance of this proposal, Letter of Intent, Signed Contract or Purchase Order will be required for DSC to begin any work on this project. Depending on the size and scope please allow 2-6 weeks for engineering submittals.*

*Most systems that are installed by DSC require connection to a network or Internet. It is the customer's responsibility to make sure that this connection is available. If DSC has to spend additional time troubleshooting network connections or port forwarding issues there will be an additional charge for the labor. Any Patch and Paint is by others.*

*Electrical work and conduit is excluded from this bid unless explicitly stated as a line item in this bid or proposal. Electrical Contractor is responsible for providing and installing all conduit/raceway, cable tray system, underground conduit, penetrations, sleeves with plastic bushings and fireproofing thereof, stub-ups, device boxes, standard electrical boxes, all special boxes furnished by DSC, mechanical areas and other areas as required, caddy bars and boxes, fittings and supports required for all field devices and control panels. J-box paint and label if required, A.C. power and connections to control panels, power supplies and devices such as actuators, dampers, DDC controllers, AHU'S fans, VFD'S, elevator recall etc. and as required by project drawings and DSC requirements.*

*Unless stated otherwise in the scope above, all materials and/or labor provided by DSC shall be under warranty against defects in material and workmanship under normal use and service, for a period of one year from date of acceptance or beneficial use, whichever occurs first.*

*If this quote contains lease payment options, the lease options are provided as an estimate only. Final lease payment amount is subject to credit verification and applicable taxes as required by law.*

*For clarification or further information on these exclusions and limitations, please contact us.*

# Official Proposal



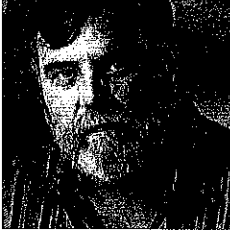
**Design Security Controls, LLC**  
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 Suite 103  
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Office 713.464.8407  
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 Web www.ThinkDSC.com



**Texas HUB Certified**  
 Vendor # 49671

License Num [REDACTED]

| Client  | Project Location   | Prepared By   |
|---|--|---|
| Fort Bend County<br>Kyle Dobbs<br>122 Golfview Dr<br>Richmond, TX 77469<br>United States<br><br>Phone | Fort Bend County<br>Kyle Dobbs<br>122 Golfview Dr<br>Richmond, TX 77469<br>United States |  Ricky Johnson<br>General Manager<br>Phone 713-464-8407<br>Mobile<br>Fax 713-464-8407<br>E-Mail rjohnson@thinkDSC.com |

### Proposal Details & Introductory Notes

Proposal Number DSCQ10103-01      Proposal Date Nov 11, 2020      Quote Expires 9/26/2020

This proposal is for a complete replacement of your existing Exacq vision VMS. uses 2 recording servers with 200 TB so you will have 100% redundancy, this means if one of the servers goes down all the cameras will transfer to the second server and continue to record while the first server is being repaired.

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- .7 digital watchdog manufacturer states that it will work with all your current cameras. But to guarantee this is a factual statement we will bring a laptop in with the digital watchdog software loaded on it tie it to your system and make sure we can see all the cameras prior to starting the change order.

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| DW-SPECLSC20        | (4) 20 DW SPECTRUM LICENSE                             |      | \$1,598.74  | \$6,394.96  |
| DW-SPECLSC10        | (2) 10 DW SPECTRUM IPVMS LICENSE                       |      | \$799.99    | \$1,599.98  |
| Wage Rate Labor     | (16) Wage rate labor scale                             |      | \$120.00    | \$1,920.00  |

| Manufacturer Part # | Description | Qty | Unit Price      | Ext. Price         |
|---------------------|-------------|-----|-----------------|--------------------|
|                     |             |     | <b>SubTotal</b> | <b>\$52,657.59</b> |
|                     |             |     | <b>Tax</b>      | <b>\$0.00</b>      |
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|                     |             |     | <b>Total</b>    | <b>\$52,657.59</b> |

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*Unless stated otherwise in the scope above, all materials and/or labor provided by DSC shall be under warranty against defects in material and workmanship under normal use and service, for a period of one year from date of acceptance or beneficial use, whichever occurs first.*

*If this quote contains lease payment options, the lease options are provided as an estimate only. Final lease payment amount is subject to credit verification and applicable taxes as required by law.*

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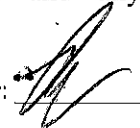
**1.0 GENERAL REQUIREMENTS:**

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a CD or flash drive. The Excel file on the CD or flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The CD or flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Cheryl Krejci, CPPB, Senior Buyer, 301, Jackson, Suite 201, Richmond, Texas, 77469, E-mail: [Cheryl.Krejci@fortbendcountytexas.gov](mailto:Cheryl.Krejci@fortbendcountytexas.gov). Any and all interpretations and any

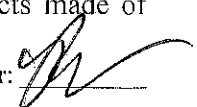
Initials of Bidder: \_\_\_\_\_



supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include it in the returned bid package. Failure to provide acknowledged addenda(s) will result in disqualification of bid response. Deadline for submission of questions and/or clarification is no later than **Thursday, November 5, 2020 at 9:00AM (central)** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.7 Letters of Reference: All bidders must submit, **WITH BID**, at least three (3) letters of reference from clients within the last two (2) years for whom a project similar to that specified herein has been successfully accomplished. Letters of reference must include brief description, project equipment, clients' name, contact person and telephone number.
- 1.8 Bid Bond: All bidders must submit, **WITH BID**, a cashier's check or certified check for at least five percent (5%) of the total bid price, payable to the order of Fort Bend County, or a Bid Bond in the same amount issued by a surety, acceptable to Fort Bend County, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidder's Cashier's Check or Certified Check will be returned only after a written request to do so have been received in the Office of the Fort Bend County Purchasing Agent.
- 1.9 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a bidder must provide to Fort Bend County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.10 Pricing: Prices for all goods and/or services shall be firm for the duration of this Contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the Contract. All prices must be written in ink or typewritten. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.11 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.12 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of

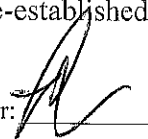
Initials of Bidder:



recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

- 1.13 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Fort Bend County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.14 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if Fort Bend County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.15 Awards: Fort Bend County reserves the right to award this Contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning its responsibility.
- 1.16 Contract Obligation: Fort Bend County Commissioners Court must award the Contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the Contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.17 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established

Initials of Bidder: \_\_\_\_\_



standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. If bidding an "equal to", bidders are required to provide noted documentation proving items are equal spec by spec for each item. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

**2.0 SCOPE:**

It is the intent of Fort Bend County to contract with one (1) vendor for all materials, supplies, equipment, tools, services, labor and supervision necessary to provide CCTV equipment and services for Fort Bend County Juvenile Detention, hereinafter referred to as the "Project," as specified herein

**3.0 MANDATORY PRE-BID CONFERENCE:**

A mandatory pre-bid conference and site visits will be conducted on **Tuesday, November 3, 2020 at 10:30AM** (central). The pre-bid conference will be held at the Fort Bend County Juvenile Detention Center, 122 Golfview Drive, Richmond, Texas 77469, with site visits immediately following. It is **MANDATORY** for all interested vendors to attend the pre-bid conference and complete site visit as this is the only date and time available to view the location. All attendees of the site visits are required to undergo security checks in order to view sites to obtain their own measurements.

**4.0 LIQUIDATED DAMAGES:**

If the Project is not substantially complete within the contract time as adjusted by extension of time approved by Commissioner Court, Fort Bend County will deduct (from the final payment, as liquidated damages), the sum of five hundred (\$250.00) per calendar day that the Project remains not substantially complete, such sum is agreed upon as a reasonable and proper measure of damages which Fort Bend County will sustain per day by failure of Contractor to substantially complete work within the contract time. It is understood that said sum shall be considered as liquidated damages and shall in no sense be considered as a penalty against the Contractor.


**5.0 COMPLETION TIME AND PAYMENT:**

5.1 Fort Bend County shall pay the Contractor in current funds for the Contractor's performance of the Contract the contract sum, as stated herein, after receipt of notice to proceed and a purchase order issued by the Fort Bend County Purchasing Agent.

5.2 Based upon Applications for payment submitted to the County Auditor, Fort Bend County shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the contract documents.

5.2.1 The period covered by each application for payment shall be one calendar month ending on the last day of the month.

Initials of Bidder: \_\_\_\_\_



- 5.2.2 Provided an application for payment is received by the County Auditor not later than the 15th day of a month, Fort Bend County shall make payment to the Contractor not later than the 15th day of the next month. If an application for payment is received by the County Auditor after the application deadline fixed above, payment shall be made by Fort Bend County not later than 30 days after the County Auditor receives the application for payment.
- 5.2.3 Application for payment shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the application for payment.
- 5.2.4 Subject to the provisions of the contract documents, the amount of each progress payment shall be computed as follows:
  - 5.2.4.1 Take that portion of the contract sum properly allocable to completed Project less retainage of ten percent (10%).
  - 5.2.4.2 Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by Fort Bend County, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).
  - 5.2.4.3 Subtract the aggregate of previous payments made by Fort Bend County.
  - 5.2.4.4 The progress payment amount as determined in above shall be further modified under the following circumstances:

Add, upon substantial completion of the Project, a sum sufficient to increase the total payments to one hundred percent (100%) of the contract sum, less such amounts as Fort Bend County shall determine for incomplete work and unsettled claims.
  - 5.2.4.5 Final payment, constituting the entire unpaid balance of the contract sum, shall be made by Fort Bend County to the Contractor when the Contract has been fully performed by the Contractor.
- 5.3 Before the first application for payment, the Contractor shall submit to the Parks Department a schedule of values allocated to various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Parks Department may require. This schedule, unless objected to by the Parks Department shall be used as a basis for reviewing the Contractor's application for payment.

Initials of Bidder:



- 5.4 Contractor must provide with each application for payment a contractor's affidavit certifying bills against the Contractor for labor, material and expendable equipment employed in the performance of Contractor have been paid in full prior to acceptance of final payment from Fort Bend County.
- 5.5 The Contractor will permit Fort Bend County, or any duly authorized agent of Fort Bend County, to inspect and examine the books and records of the Contractor for the purpose of verifying the amount of work performed under the Contract. Fort Bend County's right to inspect survives the termination of the Contract for a period of five years.

**6.0 LIMIT OF APPROPRIATION:**


Prior to the execution of this Contract, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Contract, that County shall have available only those funds specifically allocated in this Contract to fully discharge any and all liabilities which may be incurred by County in bringing this Project to an absolute conclusion, resulting in a complete, fully furnished, fully equipped and fully usable facility, and that the total of any and all basic construction costs, costs of providing the required services and materials, all fees and compensation of any sort to the Contractor, and any and all costs for any and all things or purposes coming inuring under or out of this Contract, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Contract which might in any light by any person be interpreted to the contrary.

**7.0 RIGHT TO ASSURANCE:**

Whenever Fort Bend County in good faith has reason to question the Contractor's intent to perform, Fort Bend County may demand that the Contractor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, Fort Bend County may treat this failure as an anticipatory repudiation of the Contract.

**8.0 PERFORMANCE AND PAYMENT BONDS:**

Performance and Payment Bonds: In the event the total accepted bid price exceeds \$25,000 the Contractor must provide to the Office of the County Purchasing Agent, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. Fort Bend County reserves the right to accept or reject any surety company proposed by the Contractor. In the event Fort Bend County rejects, the proposed surety company, the Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Fort Bend County.

Initials of Bidder: 

**9.0 POWER OF ATTORNEY:**

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

**10.0 INSURANCE:**

10.1 All respondents must submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.


10.2 At contract execution, 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 (or a Claims Made form for Professional Liability insurance) 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:

10.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

10.2.2 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.

10.2.3 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.

10.2.4 Business Automobile Liability coverage 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.

Initials of Bidder: 

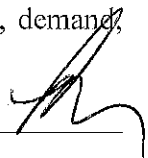
- 10.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 10.4 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 two (2) years beginning from the time that work under the agreement is completed.
- 10.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 10.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.
- 10.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

**11.0 INDEMNIFICATION:**

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

- 11.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 11.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 11.3 In the event of any dispute between the parties as to whether a claim, demand,

Initials of Bidder: \_\_\_\_\_



suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

- 11.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 11.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 11.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 11.7 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.

**12.0 PREVAILING WAGES:**

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

General Decision Number: TX20200247 09/11/2020

Superseded General Decision Number: TX20190247

State: Texas


Construction Type: Building

County: Fort Bend County in Texas.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the

;

Initials of Bidder: 


EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/03/2020       |
| 1                   | 02/14/2020       |
| 2                   | 08/28/2020       |
| 3                   | 09/11/2020       |

ASBE0022-009 06/01/2019

|  | Rates    | Fringes |
|--|----------|---------|
| ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)                         | \$ 24.28 | 14.16   |
| BOIL0074-003 01/01/2017  |          |         |
| BOILERMAKER  | \$ 28.00 | 22.35   |
| CARP0551-008 04/01/2016  |          |         |
| CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation) | \$ 23.05 | 8.78    |
| ELEC0716-005 08/28/2019  |          |         |
| ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)   | \$ 32.25 | 9.24    |
| ELEV0031-003 01/01/2020  |          |         |
| ELEVATOR MECHANIC  | \$ 44.00 | 34.765  |

FOOTNOTES:

Initials of Bidder: 

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

ENGI0450-002 04/01/2014

POWER EQUIPMENT OPERATOR

|        |          |      |
|--------|----------|------|
| Cranes | \$ 34.85 | 9.85 |
|--------|----------|------|

\* IRON0084-002 06/01/2020

|  |          |      |
|--|----------|------|
| IRONWORKER (ORNAMENTAL AND STRUCTURAL) | \$ 25.26 | 7.13 |
|--|----------|------|

PLAS0079-004 01/01/2015

|           |          |      |
|-----------|----------|------|
| PLASTERER | \$ 19.92 | 1.00 |
|-----------|----------|------|

PLUM0068-002 10/01/2019

|         |          |       |
|---------|----------|-------|
| PLUMBER | \$ 36.15 | 11.04 |
|---------|----------|-------|

PLUM0211-010 10/01/2018

|   |          |       |
|---|----------|-------|
| PIPEFITTER (Including HVAC Pipe Installation) | \$ 33.30 | 12.26 |
|---|----------|-------|

SHEE0054-003 04/01/2020

|   |          |       |
|---|----------|-------|
| SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation) | \$ 29.70 | 13.85 |
|---|----------|-------|

SUTX2014-023 07/21/2014

|                             |          |      |
|-----------------------------|----------|------|
| ACOUSTICAL CEILING MECHANIC | \$ 16.41 | 3.98 |
|-----------------------------|----------|------|

|            |          |      |
|------------|----------|------|
| BRICKLAYER | \$ 19.86 | 0.00 |
|------------|----------|------|


|         |          |      |
|---------|----------|------|
| CAULKER | \$ 15.36 | 0.00 |
|---------|----------|------|

|                                |          |      |
|--------------------------------|----------|------|
| CEMENT MASON/CONCRETE FINISHER | \$ 13.82 | 0.00 |
|--------------------------------|----------|------|

|                        |          |      |
|------------------------|----------|------|
| DRYWALL FINISHER/TAPER | \$ 16.30 | 3.71 |
|------------------------|----------|------|

|   |          |      |
|---|----------|------|
| DRYWALL HANGER AND METAL STUD INSTALLER | \$ 17.45 | 3.96 |
|---|----------|------|

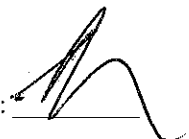
|                                       |          |      |
|---------------------------------------|----------|------|
| ELECTRICIAN (Alarm Installation Only) | \$ 17.97 | 3.37 |
|---------------------------------------|----------|------|

Initials of Bidder: 

Fort Bend County Bid 21-030

|  |          |      |
|--|----------|------|
| ELECTRICIAN (Low Voltage Wiring Only)              | \$ 18.00 | 1.68 |
| FLOOR LAYER: Carpet                                | \$ 20.00 | 0.00 |
| FORM WORKER  | \$ 11.87 | 0.00 |
| GLAZIER  | \$ 19.12 | 4.41 |
| INSULATOR – BATT                                   | \$ 14.87 | 0.73 |
| IRONWORKER, REINFORCING                            | \$ 12.10 | 0.00 |
| LABORER: Common or General                         | \$ 10.79 | 0.00 |
| LABORER: Mason Tender – Brick                      | \$ 13.37 | 0.00 |
| LABORER: Mason Tender - Cement/Concrete            | \$ 10.50 | 0.00 |
| LABORER: Pipelayer                                 | \$ 12.94 | 0.00 |
| LABORER: Roof Tearoff                              | \$ 11.28 | 0.00 |
| LABORER: Landscape and Irrigation                  | \$ 9.49  | 0.00 |
| LATHER   | \$ 19.73 | 0.00 |
| OPERATOR: Backhoe/Excavator/Trackhoe               | \$ 14.10 | 0.00 |
| OPERATOR: Bobcat/Skid Steer/Skid Loader            | \$ 13.93 | 0.00 |
| OPERATOR: Bulldozer                                | \$ 20.77 | 0.00 |
| OPERATOR: Drill                                    | \$ 16.22 | 0.34 |
| OPERATOR: Forklift                                 | \$ 15.64 | 0.00 |
| OPERATOR: Grader/Blade                             | \$ 13.37 | 0.00 |
| OPERATOR: Loader                                   | \$ 13.55 | 0.94 |
| OPERATOR: Mechanic                                 | \$ 17.52 | 3.33 |
| OPERATOR: Paver (Asphalt, Aggregate, and Concrete) | \$ 16.03 | 0.00 |
| OPERATOR: Roller                                   | \$ 16.00 | 0.00 |

Initials of Bidder:



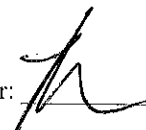
|  |          |      |
|--|----------|------|
| PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping | \$ 16.77 | 4.51 |
| ROOFER   | \$ 15.40 | 0.00 |
| SHEET METAL WORKER (HVAC Duct Installation Only)                     | \$ 17.81 | 2.64 |
| SHEET METAL WORKER (HVAC Unit Installation Only)                     | \$ 16.00 | 1.61 |
| SPRINKLER FITTER (Fire Sprinklers)                                   | \$ 22.17 | 9.70 |
| TILE FINISHER  | \$ 12.00 | 0.00 |
| TILE SETTER  | \$ 16.17 | 0.00 |
| TRUCK DRIVER: 1/Single Axle Truck                                    | \$ 14.95 | 5.23 |
| TRUCK DRIVER: Dump Truck   | \$ 12.39 | 1.18 |
| TRUCK DRIVER: Flatbed Truck  | \$ 19.65 | 8.57 |
| TRUCK DRIVER: Semi-Trailer Truck                                     | \$ 12.50 | 0.00 |
| TRUCK DRIVER: Water Truck  | \$ 12.00 | 4.11 |
| WATERPROOFER   | \$ 14.39 | 0.00 |

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

Initials of Bidder:



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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

### WAGE DETERMINATION APPEALS PROCESS



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

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

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

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

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

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

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

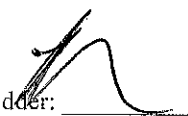
The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

Initials of Bidder: \_\_\_\_\_



**13.0 PERMITS:**

It shall be the sole responsibility of the successful bidder to obtain all required permits in the name of Fort Bend County.

**14.0 CONTRACTOR'S RESPONSIBILITY FOR WORK:**

14.1 Preconstruction Work. Contractor shall do (or cause to be done) the following as preconstruction work:

14.1.1 On an as needed basis as determined by Fort Bend County, cause the Contractor's personnel to meet with Fort Bend County and the Engineer to discuss the status of the Project.

14.1.2 Review drawings and specifications with the Engineer to permit the Contractor and the Engineer to determine the compliance of the proposed facility with applicable building codes.

14.2 Construction Work. Contractor shall do (or cause to be done) the following as construction work:

14.2.1 Perform (or cause to be performed) all preparatory work at the construction site required herein, including (without limitation) soil and concrete testing and demolition of improvements existing at the construction site and all actions necessary for compliance with all laws and regulations as to actions to be taken by owners or contractors before construction begins, including without limitation those in regard to archaeological and environmental requirements.

14.2.2 Construct and install (or cause to be constructed and installed) the Project on the construction site in accordance with this Contract and the drawings and specifications approved by Fort Bend County.

14.2.3 Furnish (or cause to be furnished) all materials, supplies, equipment, tools, labor, supervision, utilities, transportation, and other materials and services necessary to complete the Project described herein.

14.2.4 Materials testing necessary for the Project and required by laws and regulations, construction industry standards as approved by Fort Bend County and this Contract; the frequency of testing shall be approved by Fort Bend County. **It is the contractor's responsibility to engage a material testing laboratory to perform testing on the structural concrete to be used for foundation work in this project. The cost of testing shall be incidental to bid item for drill shaft foundation. Testing of concrete shall comply with current TXDOT criteria.**

Initials of Bidder:



**Contractor has to submit the name of the testing laboratory, intended to be used by the contractor for this project, for County's approval.**

14.3 Standards for Review and Approval. Fort Bend County acknowledges that in order to meet the deadlines for the completion of the Project, and in order to accomplish the efficient completion of the Project, the Contractor may submit matters to Fort Bend County in stages for approval or consent. Upon receipt of any matter submitted by the Contractor for review and approval, Fort Bend County shall review the same and shall diligently and promptly (but in any event within 14 calendar days for any such matter, other than a proposed change order, and within 28 calendar days for a proposed change order) give the Contractor notice of Fort Bend County's approval or disapproval, setting forth in detail all reasons for any disapproval. Fort Bend County's right to disapprove any such matter submitted (other than a proposed change order) shall be limited to the elements thereof (a) which do not conform substantially to matters previously approved, (b) which are new elements not previously presented and approved and the Contractor is unable to demonstrate that such new element is reasonably necessary for completion of the Project, or (c) which depict matters that are violations of this Contract or applicable laws and regulations.

14.3.1 If Fort Bend County disapproves of a particular matter or Proposed Change Order, the Contractor shall have the right to resubmit such matter or Proposed Change Order to Fort Bend County, altered to satisfy Fort Bend County's basis for disapproval. Any resubmission shall be subject to review and approval by Fort Bend County.

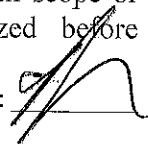
14.3.2 Fort Bend County and the Contractor shall attempt in good faith to resolve any disputes concerning the approval of any aspect of the Project expeditiously, so as not to delay the completion of the Project in accordance with this Contract.

14.3.3 Expedited Approvals. Fort Bend County recognizes the importance of expeditious action upon all matters submitted to Fort Bend County for review and approval and of expeditious response to those aspects of the Project requiring approval by governmental authorities having jurisdiction there over. Fort Bend County agrees to exercise its rights of review and approval hereunder with due diligence, reasonableness, and good faith. Fort Bend County shall use its reasonable efforts to expedite any required review of the Project or other matters by any governmental authority.

14.4 Changes.

14.4.1 General. Fort Bend County may make changes to the Project by altering, adding to, or deducting from the Project. All changes in the Project which (a) require an adjustment in the contract sum or an adjustment in the final completion date or (b) involve a material change in the overall scope or function of the Project shall be requested and authorized before

Initials of Bidder:



commencing such changes by use of written change order notices, Proposed Change Orders and Change Orders, which change order procedure shall be the exclusive means to effect such changes in the Project.

14.4.2 Change Order Procedure. If at any time Fort Bend County desires to make any change in the Project requiring the issuance of a Change Order, Fort Bend County shall so advise the Contractor in writing by delivery to the Contractor of a written notice describing the change. Upon receipt of such notice initiated by Fort Bend County, the Contractor shall within a reasonable period of time advise Fort Bend County of the Contractor's proposal for the adjustments, if any, in the contract sum, the schedule of values, and the final completion date attributable to such change by delivering a written notice thereof (the "Proposed Change Order") to Fort Bend County. Such Proposed Change Order shall contain a description of the proposed change and shall set forth the Contractor's estimate of the increase or decrease, if any, in the contract sum and the change, if any, in the schedule of values and the final completion date attributable to such change. If the Contractor desires to make a change in the Project requiring the issuance of a change order, the Contractor shall deliver to Fort Bend County a Proposed Change Order. Upon execution by Fort Bend County, a Proposed Change Order shall constitute (and be defined herein as) a "Change Order" for purposes of this Contract. The Contractor shall forthwith perform the work as changed in accordance with such Change Order. All work performed pursuant to a Change Order shall be performed in accordance with the terms of this Contract. All Proposed Change Orders shall be submitted for approval by Fort Bend County. No action, acquiescence or inaction by Fort Bend County or any representative of Fort Bend County shall be construed to be a waiver of requirements set forth in this Contract in regard to Change Orders or ratification of a violation of such requirements, and all acts in violation of this provision shall be considered void.

14.4.3 Change Order Authorization. Each Change Order shall be signed by Fort Bend County and an authorized representative of the Contractor.

14.4.4 Contract Sum Adjustments. The contract sum and the schedule of values shall be adjusted only as a result of a Change Order requiring such adjustment. Any extra work performed without a proper Change Order shall be considered voluntary and not subject to additional compensation. The Contractor shall not be entitled to an adjustment in the contract sum (or a Change Order permitting such adjustment) or to damages as a result of any delays in the Project caused by the acts or omissions of Fort Bend County, provided that this sentence is not applicable to delays that constitute more than 90 days in any 365-day period or cause the Project to be interrupted for a continuous period of 45 days through no fault of the Contractor.

Initials of Bidder



- 14.4.5 When Fort Bend County and the Contractor agree upon the adjustments in the contract sum, the schedule of values, and the final completion date attributable to such adjustment, such agreement will be documented by preparation and if approved by the Fort Bend County Commissioners Court, execution of an appropriate Change Order.
- 14.5 Site Access. Prior to the transfer date, Fort Bend County and the Contractor shall have uninterrupted access to the construction site. Subsequent to the transfer date, Fort Bend County will permit the Contractor, the Engineer, and their representatives and subcontractors to enter upon the Project at times reasonably necessary to complete the punch list items.
- 14.6 Applicable Laws and Regulations. Contractor shall in its performance of the Project comply with all applicable laws and regulations. Any delays in the prosecution of the Project caused by any changes in the laws and regulations or the application or enforcement of the laws and regulations may entitle the Contractor to an extension of time.
- 14.7 Familiarity with Project. The Contractor represents and accepts that it has: (a) visited the property(ies), (b) taken such other steps as may be necessary to ascertain the nature and location of the Project and the general and local conditions which affect the Project or the cost thereof, (c) investigated the labor situation as regards to the Project, (d) examined the property(ies), the obstacles which may be encountered and all other observable conditions having a bearing upon the performance of the Project, the superintendence of the Project, the time of completion and all other relevant matters, and (e) reported to Fort Bend County the results of all of the foregoing. The Contractor represents that it is familiar with all phases of the Project and the matters that may affect the Project or its prosecution under this Contract.
- 14.8 Standard of Performance. The Contractor shall prosecute (or cause to be prosecuted) the Project in accordance with the best efforts for the construction and development of projects similar to the Project in the State of Texas, using qualified, careful, and efficient contractors and workers and in conformity with the provisions of this Contract. The Contractor shall perform the work in a good and workmanlike manner.
- 14.9 Warranty of Contractor. The Contractor warrants to Fort Bend County that: (i) the Contractor possesses the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and the Contractor will use its best efforts to ensure that the services provided under this Contract will be performed, delivered, and conducted in accordance with the best professional standards and in accordance with industry standards, and (ii) the Contractor is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly equipped, organized and financed to perform such work, and (iii) following the date of acceptance of this Contract, the services provided by the

Initials of Bidder:

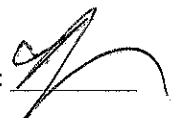


Contractor to Fort Bend County will conform to the representations contained in this Contract, including all attachments, schedules and exhibits. All warranties provided by the Contractor in this Contract shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to Fort Bend County.

14.10 Contractor's Personnel. Contractor shall employ only competent, skilled personnel for the Project. Prior to the final completion date, the Contractor shall maintain a superintendent who shall be authorized to act on behalf of the Contractor and with whom Fort Bend County may consult at all reasonable times. The superintendent shall not be transferred from the Project without Fort Bend County's consent (which shall not be unreasonably withheld or delayed); provided, however, the superintendent shall not be assigned solely to the Project and shall be entitled to spend reasonable time working on matters unrelated to the Project so long as such work on other matters does not render the superintendent unavailable to the Project or unavailable to Fort Bend County. However, such obligation to furnish the superintendent and such staff personnel shall not be construed (a) to preclude the promotion within the Contractor's organization of any person assigned to the Project or (b) to give rise to any liability of the Contractor if any person assigned to the Project (including, without limitation, the superintendent) leaves the Contractor's employment. If the superintendent is transferred from the Project, Fort Bend County shall have the right to approve the replacement superintendent (which approval will not be unreasonably withheld or delayed). The Contractor, the Architect, and the other subcontractors shall comply with all applicable health, safety, and loss prevention rules of applicable governmental authorities. The Contractor shall, at its own expense, remove from the Project any person who fails to comply with such rules and instructions. The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him. Fort Bend County may, upon written notice to the Contractor, require the Contractor to remove an individual immediately from providing services for the following reasons: violation of the terms and conditions of this Contract; violation of Fort Bend County's or the Contractor's work rules and regulations; criminal activity; or violation of state, federal, or municipal statutes. Fort Bend County may, upon thirty (30) days written notice to the Contractor, require the removal of any individual from providing services without cause.

14.11 Inspection. The Project and all parts thereof shall be subject to inspection from time to time by inspectors designated by Fort Bend County. No such inspections shall relieve The Contractor of any of its obligations hereunder. Neither failure to inspect nor failure to discover or reject any of the work as not in accordance with the drawings and specifications or any provision of this Contract shall be construed to imply an acceptance of such work or to relieve the Contractor of any of its obligations hereunder. Fort Bend County agrees that its right of inspection

Initials of Bidder:

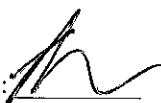


shall be used reasonably and in a timely manner so as not to delay orderly completion of the Project.

- 14.12 Protection Against Risks. The Contractor shall take all precautions which are necessary and adequate, against conditions created during the progress of the Project which involve a risk of bodily harm to persons or a risk of damage or loss to any property. The Contractor shall regularly inspect all work, materials and equipment to discover and determine any such conditions and shall be responsible for discovery, determination, and correction of any such conditions. The Contractor shall comply with all federal, state, and local occupational hazard and safety standards, codes and regulations applicable in the jurisdiction where the Project is being performed. The Contractor shall include the substance of this clause in its entirety in all subcontracts for any work to be performed at the construction site.
- 14.13 Equipment. Except as expressly provided herein to the contrary, the Contractor shall furnish (or cause to be furnished) all construction, transportation, installation, tools, and other equipment and facilities required for the performance of the Project within the times specified herein. Such equipment and facilities shall be serviceable and kept fit for the uses intended. Defective items shall be removed from the construction site promptly and at the Contractor's cost. The Contractor shall schedule (or cause to be scheduled) its other operations so as to not interfere with its duty to timely furnish the necessary equipment and facilities and personnel to operate the same at the times necessary for the orderly completion of the Project.
- 14.14 Materials. Except as may be specifically provided otherwise in the Contract or approved in advance by Fort Bend County, the Contractor shall provide Fort Bend County with copies of material testing reports and to cause all materials, equipment, and fabricated items incorporated in the Project to be new and of a suitable grade of their respective kinds for their intended use.

**15.0 TERMINATION:**

- 15.1 Fort Bend County may terminate the Contract if the Contractor:
- 15.1.1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.
  - 15.1.2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor.
  - 15.1.3 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.

Initials of Bidder: 

- 15.1.4 Otherwise is guilty of substantial breach of a provision of the Contract Documents.
- 15.2 When any of the above reasons exists, Fort Bend County may, without prejudice to any other rights or remedies of Fort Bend County and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
  - 15.2.1 Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.
  - 15.2.2 Finish the Project by whatever reasonable method Fort Bend County may deem expedient.
- 15.3 Either party may terminate this Contract at any time by providing thirty (30) days written notice.
- 15.4 When Fort Bend County terminates the Contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the Project is finished. Therefore, the Contractor shall be promptly paid for all work actually and satisfactorily completed.

**16.0 COMPLETION, TRANSFER, AND ACCEPTANCE:**

- 16.1 Final Completion. Upon the occurrence of the final completion date, the punch list items shall be promptly commenced and thereafter completed within thirty (30) days after final completion.
- 16.2 Transfer and Acceptance. Upon the occurrence of final completion, care, custody and control of the Project shall pass to Fort Bend County. As referenced herein, the "Transfer Date" shall mean the date on which the care, custody and control of the Project passes to Fort Bend County. Subsequent to the Transfer Date all risk of loss with respect to the Project shall be by Fort Bend County and the Contractor shall be thereafter obligated to cover the Project with their Insurance.

**17.0 SUSPENSION BY FORT BEND COUNTY FOR CONVENIENCE:**

- 17.1 Fort Bend County may, without cause, order the Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as Fort Bend County may determine.
- 17.2 An adjustment shall be made for increase in the cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

Initials of Bidder: \_\_\_\_\_



- 17.2.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.
- 17.2.2 That an equitable adjustment is made or denied under another provision of this Contract.
- 17.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

**18.0 INDEPENDENT CONTRACTOR:**

The Contractor shall be an independent contractor and any provisions of this Contract that may appear to give Fort Bend County the right to direct the Contractor as to the details of the manner of doing the Project shall be deemed to mean that the Contractor shall follow the desires of Fort Bend County in the results of the Project only and not in the means whereby the Project is to be accomplished. The Contractor shall be responsible as to the details of completing the Project. Neither the agents, representatives, nor employees of the Contractor, shall be deemed to be the agents, representatives, or employees of Fort Bend County. The Contractor further represents that it accepts a fiduciary role and responsibility with respect to Fort Bend County and will, to its best abilities, act in the best interests of Fort Bend County and the timely completion of the Project. The Contractor agrees and understands that neither it nor any of its agents or employees may act in the name of Fort Bend County except and unless specifically authorized in writing by Fort Bend County to do so. The Contractor shall furnish construction administration and management services and use the Contractor's best efforts to complete the Project in an expeditious and economical manner consistent with the interests of Fort Bend County.

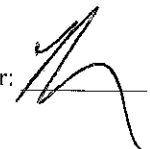
**19.0 NOTICE**

- 19.1 All written notices, demands, and other papers or documents to be delivered to Fort Bend County under this Contract shall be delivered to the Purchasing Office, 301 Jackson, Suite 201, Richmond, Texas 77469, or at such other place or places as Fort Bend County may from time to time designate by written notice delivered to the Contractor. For purposes of notice under this Contract, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Richmond, Texas 77469, Attention: County Judge.
- 19.2 All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be delivered to the Authorized Representative identified in the Contract documents or such other place or places as the Contractor may designate by written notice delivered to Fort Bend County.

**20.0 RECORDS:**

- 20.1 Fort Bend County shall be the absolute and unqualified owner of all drawings,

Initials of Bidder:



preliminary layouts, record drawings, sketches and other documents prepared pursuant to the Contract by Contractor.

- 20.2 The Contractor agrees to maintain and preserve for a period of at least five years after the earlier of the expiration of the defects period or termination of this Contract, accurate and complete records relating to the performance of the Project. The Contractor agrees to, upon request, provide Fort Bend County with such records.

**21.0 SUCCESSORS AND ASSIGNS:**

- 21.1 Fort Bend County and the Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.
- 21.2 Neither Fort Bend County nor the Contractor shall assign, sublet or transfer its interest in this Contract without the prior written consent of the other.
- 21.3 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

**22.0 PUBLIC CONTACT:**

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

**23.0 MODIFICATIONS:**

This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

**24.0 SILENCE OF SPECIFICATIONS:**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such

Initials of Bidder:



items and shall be an established supplier of the item bid.

**25.0 SEVERABILITY:**

In the event one or more of the provisions contained in these requirements or the specifications shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and these requirements or the specifications shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**26.0 GOVERNING FORMS:**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

**27.0 TAX EXEMPT:**

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This Contract is deemed to be a separate contract for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this Contract. Contractor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, contractor should state these items at cost.

**28.0 ENTIRE AGREEMENT:**

The Parties agree that this Contract contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Contract. By entering into this Contract, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Contract.

**29.0 APPLICABLE LAW AND VENUE**

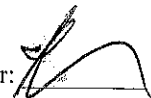
This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas, and that venue for any litigation arising out of or related to this Contract shall lie solely in the court of appropriate jurisdiction located in Fort Bend County, Texas.

**30.0 STATE LAW REQUIREMENTS FOR CONTRACTS:**

The contents of this section are required by Texas Law and are included by County regardless of content.

30.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By

Initials of Bidder:



signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.

- 30.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

### **31.0 HUMAN TRAFFICKING:**

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

### **32.0 TEXAS ETHICS COMMISSION FORM 1295:**

- 32.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

- 32.2 On-line instructions:

32.2.1 Name of governmental entity is to read: Fort Bend County.

32.2.2 Identification number used by the governmental entity is: B21-030.

32.2.3 Description is the title of the solicitation: CCTV Equipment & Services.

- 32.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

### **33.0 AWARD:**

This contract will be awarded to the overall lowest and best bid.

The criteria utilized by Fort Bend County for determining the lowest and best bidder includes, but is not limited to, whether the bidder meets Fort Bend County's published specifications, the bidder's experience, skill, ability, possession of the necessary facilities or equipment, insurance, bid price, and any other factors which could be reasonably asserted as being relevant to successful performance.

Initials of Bidder:



**34.0 SPECIFICATIONS AND BID PRICES:**

Provide bid prices to complete replacement of existing Exacq Vision VMS using two (2) recording servers with 120 TB. Specifications are included in the pricing form. Vendor is to complete the bid pricing form in the pricing form file downloadable from the County's website to provide, deliver and install the specified items or approved equals (see Section 1.17). If bidding an equal, state the manufacturer name and number in the space provided on the pricing form. Return Pricing Form as required in Sections 1.4 and 1.5.

**35.0 PROJECT DURATION:**

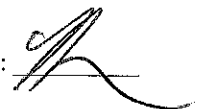
Bidder agrees, if awarded the contract, to complete all work required by the contract documents within 60 calendar days after issuance of a purchase order by the County Purchasing Agent and notice to proceed by the Parks Department.

**36.0 ADDITIONAL REQUIRED FORMS:**

All vendors submitting are required to complete and provide the below forms along with any other requirements as stated herein with their submission:

- 36.1 Proof of Insurance
- 36.2 Vendor Form
- 36.3 W9 Form
- 36.4 Tax Form/Debt/Residence Certification

Initials of Bidder: \_\_\_\_\_



Contract Sheet  
Bid 21-030

THE STATE OF TEXAS  
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 1<sup>st</sup> day of December, 2020  
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by  
County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and  
Design Security Controls (hereinafter designated Contractor).  
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **CCTV Equipment and Services**  
which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall  
constitute the full agreement and contract between parties and for furnishing the items set out and described; the  
County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a  
purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 1 day of December, 2020.

  
County Judge KP George

Fort Bend County, Texas

By: \_\_\_\_\_  
County Judge, KP George

By:  \_\_\_\_\_  
Signature of Contractor

By: Rickey Johnson General Manager  
Printed Name and Title

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

|   |   |   |
|---|---|---|
| <b>Print or type.</b><br>See Specific Instructions on page 3. | <p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>DESIGN SECURITY CONTROLS, LLC</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>DSC</b></p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>S</b></p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶</p> | <p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> |
|   | <p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <p><b>1511 UPLAND DR STE 103</b></p>  | <p>Requester's name and address (optional)</p>  |
|   | <p><b>6</b> City, state, and ZIP code</p> <p><b>HOUSTON TX 77043</b></p>  |   |
|   | <p><b>7</b> List account number(s) here (optional)</p>  |   |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                       |   |  |   |   |   |   |   |   |   |   |
|---------------------------------------|---|--|---|---|---|---|---|---|---|---|
| <b>Social security number</b>         |   |  |   |   |   |   |   |   |   |   |
|                                       |   |  |   |   |   |   |   |   |   |   |
| <b>or</b>                             |   |  |   |   |   |   |   |   |   |   |
| <b>Employer identification number</b> |   |  |   |   |   |   |   |   |   |   |
| 4                                     | 7 |  | - | 1 | 2 | 8 | 7 | 7 | 1 | 6 |

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |  |                         |
|------------------|--|-------------------------|
| <b>Sign Here</b> | Signature of U.S. person ▶ <i>Brandon Touchard</i> | Date ▶ <i>1/20/2020</i> |
|------------------|--|-------------------------|

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . .  | THEN the payment is exempt for . . .  |
|--|---|
| Interest and dividend payments   | All exempt payees except for 7  |
| Broker transactions  | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 4   |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt payees 1 through 5 <sup>2</sup>   |
| Payments made in settlement of payment card or third party network transactions        | Exempt payees 1 through 4   |

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

| For this type of account:   | Give name and SSN of:   |
|---|---|
| 1. Individual   | The individual  |
| 2. Two or more individuals (joint account)  | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)  | The minor <sup>2</sup>  |
| 4. a. The usual revocable savings trust (grantor is also trustee)   | The grantor-trustee <sup>3</sup>  |
| b. So-called trust account that is not a legal or valid trust under state law   | The actual owner <sup>1</sup>   |
| 5. Sole proprietorship or disregarded entity owned by an individual   | The owner <sup>3</sup>  |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))  | The grantor <sup>4</sup>  |
| For this type of account:   | Give name and EIN of:   |
| 7. Disregarded entity not owned by an individual  | The owner   |
| 8. A valid trust, estate, or pension trust  | Legal entity <sup>4</sup>   |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553   | The corporation   |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization   | The organization  |
| 11. Partnership or multi-member LLC   | The partnership   |
| 12. A broker or registered nominee  | The broker or nominee   |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity   |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))  | The trust   |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit tax fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: \_\_\_\_\_

**TAX FORM/DEBT/ RESIDENCE CERTIFICATION**  
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 47-1287716

Company Name submitting Bid/Proposal: Design Security Controls, LLC

Mailing Address: 1511 upland Dr ste 103, Houston, Tx 77043

Are you registered to do business in the State of Texas?  Yes  No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

| <u>Fort Bend County Tax Acct. No.*</u> | <u>Property address or location**</u> |
|--|---------------------------------------|
|  |                                       |
|  |                                       |
|  |                                       |
|  |                                       |

\* This is the property account identification number assigned by the Fort Bend County Appraisal District.  
 \*\* For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes  No  If yes, attach a separate page explaining the debt.

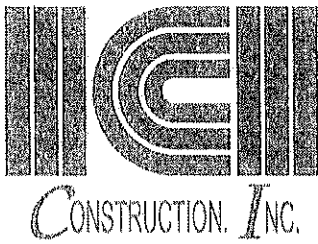
III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Design Security Controls LLC is a Resident Bidder of Texas as defined in Government Code §2252.001.  
[Company Name]

I certify that \_\_\_\_\_ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_.  
[Company Name] [City and State]





WEDNESDAY, APRIL 18, 2018

To whom it may concern:

It is my pleasure to recommend Chris Holt and Design Security Controls for any upcoming projects. I have known Chris in a professional capacity for approximately four years. During that time, he has acted as my point of contact on several large remodeling/addition projects for me.

We have contracted Chris to perform fire alarm, intrusion, data cabling, and audio video scopes of work on past and current projects. All of these projects were completed on or before the scheduled deadlines and without any complications. We will continue to work with them on future projects and I highly recommend them for their high quality of work and attention to detail.

If you need any further information, please do not hesitate to contact me directly at 281-450-9466.

Thank you,

A handwritten signature in black ink, appearing to read 'JP', is written over a light blue horizontal line.

Jason Pace  
Project Manager  
ICI Construction

DRYMALLA

Construction Company

April 25, 2018

Aldine ISD  
2520 W Thorne Blvd.  
Houston, TX 77073

RE: Design Security Controls, LLC

To Whom it May Concern:

DSC has been an excellent company to do business with. They have excellent workmanship and professionalism.

Our clients are happy with the outcome of their projects and have had a great experience. We are happy to recommend them for any project you are considering them for. If you have any questions please don't hesitate to contact us at any time.

Sincerely,

DRYMALLA CONSTRUCTION COMPANY, LTD.



Seth Smith  
Project Manager

608 Harbert St PO Box 698 Columbus, Texas 78934 T979.732.5731 F979.732.3663  
15255 Gulf Freeway Ste C126 Houston, Texas 77034 T281.442.2693 F281.442.3628

## Rick Johnson

---

**From:** Edward Barnett <Edward.Barnett@ciaservices.com>  
**Sent:** Monday, July 08, 2019 4:48 PM  
**To:** Rick Johnson  
**Subject:** Reference letter

To whom it may concern,

I have worked with Design Security for over 10 years; Thank you Design Security, for the years of equipment installation from cameras to card readers as well as the fast service on Access Control systems.

I will continue to send request for service to you as you have been an invaluable contractor.


I am Happy to recommend the services of Design Security, If you have any questions please feel free to contact me.


Edward Barnett  
Maintenance Coordinator


*C.I.A. Services, Inc.*

*Systems. Structure. Stewards.*

713-981-9000 | [www.ciaservices.com](http://www.ciaservices.com)

 We strive to provide excellent customer service at C.I.A. Services. Please email [CSM@ciaservices.com](mailto:CSM@ciaservices.com) to contact our Customer Service Manager and let us know how we are doing.

 This email is intended only for the individuals named above and may contain information that is confidential, privileged and protected from disclosure. Any unauthorized use or dissemination of this email is prohibited and will be prosecuted to the fullest extent of the law. If you are not the intended recipient, please do not read, copy, use or disclose the contents of this email to others and alert the sender by reply e-mail after deleting all copies of the communication and attachments, if any.

 Please consider the environment before printing

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**DESIGN SECURITY CONTROLS, LLC**

2 Business name/disregarded entity name, if different from above  
**DSC**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **S**

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
**1511 UPLAND DR STE 103**

6 City, state, and ZIP code  
**HOUSTON TX 77043**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** if the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

|  |  |  |  |   |  |  |  |  |  |  |
|--|--|--|--|---|--|--|--|--|--|--|
|  |  |  |  | - |  |  |  |  |  |  |
|--|--|--|--|---|--|--|--|--|--|--|

or

**Employer identification number**

|   |   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|---|
| 4 | 7 | - | 1 | 2 | 8 | 7 | 7 | 1 | 6 |
|---|---|---|---|---|---|---|---|---|---|

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Signature of U.S. person ▶ *Brandon Touchard*

Date ▶ *1/20/2020*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**Fort Bend County Pricing Form**  
**Bid 21-030**  
**CCTV Equipment and Services for Juvenile Probation**

**Vendor Name:**

| Item Number   | Juvenile Detention Center<br>122 Golfview Drive, Richmond, TX 77469                                 | Quantity | Unit Bid Price | Extended Price      |
|---|---|----------|----------------|---------------------|
| 1.  | DIGITAL WATCHDOG DW-BJER4U, BLACKJACK 4U ERACK, WIN10, 120TB<br>price per each                      | 2        | \$ 18,746.34   | \$ 37,492.68        |
| (If bidding an equal, provide Manufacturer Name and Number in cell above, and provide documentation proving equal to spec by spec.) |   |          |                |                     |
| 2.  | DIGITAL WATCHDOG DW-BJCLIENT1, HD IP VIDEO MANAGEMENT SOLUTION BLACKJACK® CLIENT™<br>price per each | 3        | \$ 1,749.99    | \$ 5,249.97         |
| (If bidding an equal, provide Manufacturer Name and Number in cell above, and provide documentation proving equal to spec by spec.) |   |          |                |                     |
| 3.  | DIGITAL WATCHDOG DW-SPECLSC20, 20 DW SPECTRUM LICENSE<br>price per each                             | 5        | \$ 1,598.74    | \$ 7,993.70         |
| (If bidding an equal, provide Manufacturer Name and Number in cell above, and provide documentation proving equal to spec by spec.) |   |          |                |                     |
| 4.  | DIGITAL WATCHDOG DW-SPECLSC10, DW SPECTRUM IPVMS LICENSE<br>price per each                          | 10       | \$ 799.99      | \$ 7,999.90         |
| (If bidding an equal, provide Manufacturer Name and Number in cell above, and provide documentation proving equal to spec by spec.) |   |          |                |                     |
| 5.  | LABOR<br>price per hour   | 10       | \$ 192.00      | \$ 1,920.00         |
| <b>Grand Total :</b>  |   |          |                | <b>\$ 60,656.25</b> |

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Design Security Controls, LLC  
 Houston, TX United States

**Certificate Number:**  
 2020-691775

**Date Filed:**  
 11/19/2020

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

**Date Acknowledged:**  
 12/01/2020

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 189348  
 Camera Repairs

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

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)