

MARGIE R IBARRA
COUNTY CLERK
FILED

Independent Contractor Agreement
Camera Installation at Webb County Jail 2023 MAY 23 AM 11:42

WEBB COUNTY, TEXAS

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS: *all* DEPUTY

COUNTY OF WEBB §

This Agreement is made and entered into by and between **WEBB COUNTY, TEXAS**, a Political Subdivision of the State of Texas (hereinafter "Owner") and **Audio Dynamics, Inc.**, a Texas For Profit Corporation ("Corporation") (hereinafter "Contractor").

WHEREAS at the Webb County Commissioner's Court Meeting held on February 13, 2023, the Court, pursuant to Webb County's Request for Proposal (RPP) 2023-001 entitled "**Jail Security Upgrade Project**", and Contractor's responsive bid proposal, attached hereto as **Exhibit "A"**, awarded this Project to Audio Dynamics, Inc.

For and in consideration of the mutual covenants herein set forth, and other good and valuable consideration, the Parties do hereby agree as follows:

1. **DESCRIPTION OF PROJECT:** Project entails, including but not limited to removal of old surveillance cameras, installation of 280 4mp IP cameras with recording capability, with accompanying CAT 6 cabling for indoor and outdoor cameras located throughout the Webb County Jail and as further described and identified in the Contractor's "Cabling Scope of Scope of Work" in **Exhibit "A"**).
2. **PREMISES DEFINED:** Webb County Jail.
3. **SCOPE OF WORK:** The Scope of Work is all of the Work, including all appurtenances and all incidentals, all labor and materials, as shown and required by **Exhibit "A"**, which are hereby incorporated by reference. Contractor agrees that all work shall be performed in a good and workmanlike manner and all materials incorporated into the work shall be new materials.
4. **CONTRACT SUM:** In exchange for Contractor's performance of services under this Agreement, Owner shall pay Contractor the following amount(s): One Hundred Twenty-Seven Thousand Seven Hundred Seventeen Dollars (**\$127,717.00**). Any and all payments/disbursements by Webb County shall be made payable to contractor based on an numbered and itemized payment application for percentage of completion of the Work (Project), less retainage, for the project as agreed to and made by Contractor to Owner, which shall be approved by **Luis Perez-Garcia, P.E., Webb County Engineer, and/or Guillermo Cuellar, P.E., Webb County Engineering Dept.**, after inspecting the progress of completed work and materials on site at the Premises. Said approvals shall not be unduly withheld or delayed.
5. Owner shall make final payment (including the costs and expenses incurred due to change

order(s) completed during this project and completion of the Work and then release the Five percent (5%) retainage that OWNER previously retained) to Contractor on the day the Project is completed approved and accepted by OWNER. Said approvals shall not be unreasonably withheld or delayed.

6. It is hereby expressly acknowledged, consented and agreed to by Contractor that the final payment due for the services rendered pursuant to this Agreement shall not be issued to Contractor until Contractor has submitted a signed and sworn "Final Bills Paid Affidavit" confirming payment to each of its subcontractors, laborers, suppliers, and materialmen in full for all labor and materials furnished to Contractor for or in connection with improvements on or relating to the subject project/property or any portion thereof, pursuant to and in accordance with Sections 53.085 and 53.259 of the Texas Property Code, and that the intentional, knowing, or reckless making of a false or misleading statement in the Affidavit constitutes a criminal offense under said sections cited herein-above and is a Class A Misdemeanor.

7. **RETAINAGE:** OWNER shall withhold from each installment payment to CONTRACTOR a retainage of FIVE (5%) percent. The retainage shall be paid to CONTRACTOR upon final completion of the work. Completion of the work shall be considered final upon acceptance and written approval by OWNER or his designated representative of the project.

8. **CHANGE ORDERS:** In the event either party requests a change from the agreed Scope of Work or Quote in this Agreement, a written change order making such a request shall be prepared by Contractor in accordance with the proposed change. If the Owner or a Third-Party Inspector ("Inspector") requests a change be executed, Owner or Inspector shall, in a timely manner, inform Contractor (via email) of the request. Contractor shall then prepare a written change order in accordance with said request and submit to Owner for Owner's approval and signature. As soon as Owner signs the change order approving the proposed change, Owner shall submit, via email, the approved/signed order to Contractor. Contractor shall begin performance in accordance with the change order only after Contractor receives the written and approved/signed change order. If Contractor requests a change order, Contractor shall prepare a written change order, submit it to Owner for its approval and signature, and the resultant change will only begin on the approved change after Contractor receives the signed change order. Change orders may increase the payment the Owner must pay to Contractor. **IN NO EVENT SHALL THE TOTAL COST OF CHANGE ORDERS EXCEED TWENTY-FIVE PERCENT (25%) OF THE TOTAL AMOUNT OF THIS AGREEMENT.**

9. **NOTICES/CONTACT PERSONS:** Any notice or communication required or permitted to be given hereunder shall be sufficient if sent via electronic transmission to the contact persons for CONTRACTOR and/or OWNER as follows:

To Contractor at: Audio Dynamics, Inc.
Attn: Fermin Flores, President
101 W. Hillside Rd., Suite 11B
Laredo, Texas 78041

Phone: 956-337-1951
E-Mail: fermin@audiodynamicsinc.com

To Webb Engineer at: WEBB COUNTY, TEXAS
Attn: Webb County Engineer
Webb County Engineering Dept.
(956) 523-4054
lperezgarcia@webbcountytexas.gov

To Purchasing Agent: Jose Angel Lopez III, CTPM
Attn: Webb County Purchasing Agent
1110 Washington Street, Ste. 101
(956) 534-4125
E-mail: joel@webbcountytexas.gov

- 10. INCORPORATION OF REQUEST FOR PROPOSAL:** The terms, project specifications, requirements and/or any and all conditions in the **Webb County's Request for Proposal "RFP 2023-001 "Jail Security Upgrade Project"**, together and including any and all addendums to the RFP 2023-001 attached hereto as **Exhibit "B,"** which is hereby incorporated herein by reference as fully written out as set forth and attached hereto for all intents and purposes.
- 11. DATE OF COMMENCEMENT:** Contractor shall commence construction on the date set forth in the "Notice to Proceed".
- 12. SUBSTANTIAL COMPLETION:** Substantial Completion is the stage in the progress of the completion of the work covered by this Agreement where the work on the Premises is sufficiently complete in accordance with the work specified in "Scope of Work" as set forth in **Exhibit "A"**, including completion of all post-installation clean-up on and about the Premises, which shall be required to be confirmed in writing as being substantially completed, by the execution and issuance of a Certificate of Substantial Completion that is dated and signed by both the Webb County Project Engineer and Owner.
- 13. DATE FOR FINAL COMPLETION/LIQUIDATED DAMAGES:** The date of final completion of this Project shall be **NINETY (90) CALENDAR DAYS** after the date of commencement of the Work as set forth in the written and dated "Notice to Proceed" issued by Owner to Contractor.
- 14.** The time set forth for the completion of the Work is an essential element of the Agreement. For each working day under the conditions described in the preceding Paragraph that any work shall remain uncompleted after the expiration of the working days specified in the Agreement, together with any additional working days allowed, the amount per day given in paragraph 16 will be deducted from the money due or to become due the Contractor, not as a penalty but as liquidated damages.
- 15.** Said Contractor further agrees to **CONTINUOUSLY PURSUE AND COMPLETE THE**

WORK within NINETY (90) CALENDAR DAYS from date of commencement.

16. Contractor and Owner do hereby acknowledge that "actual damages are uncertain and would be difficult to ascertain" and therefore both parties do hereby mutually agree that the following stipulated sum of per diem liquidated damages is a reasonable amount. The parties further express and acknowledge that the amount of liquidated damages is meant to be "compensatory" and not "punitive", and Contractor further agrees to pay, as liquidated damages, the sum of FOUR HUNDRED DOLLARS (\$400.00) per day for each consecutive calendar day there-in-after the date of Substantial Completion and after the date of Final Completion.

17. INSURANCE: Contractor and Subcontractor Insurance: The financial integrity of Contractor is of interest to the Owner, therefore, subject to the right of Contractor to maintain reasonable insurance deductibles in such amounts as are approved by the Owner. Contractor shall obtain and maintain in full force and effect for the entire duration of this agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- (VII) or better by A.M. Best Company (Best's Key Insurance Company Rating Guide, current edition and/or as amended) and/or otherwise acceptable to Webb County/Webb County Risk Manager, the following types and amounts:

The Contractor shall not commence work under this Agreement until it has obtained all the insurance required and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on its Subcontract until the insurance required of the Subcontractor has been so obtained and approved. The Contractor shall procure and shall maintain during the life of his Contract, insurance in the following required amounts.

A. Workers Compensation & Employers Liability Insurance. The Contractor shall procure and shall maintain during the life of this Contract Workers' Compensation Insurance as required statutory limits as provided by applicable State law for his/her employees to be engaged in work at the site on the Project under this Contract and, in case work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance. In the case where any class of employees engaged in hazardous work on the project under this Contract and is not protected under the Workers' Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employee liability insurance for the protection of such of his/her employees as not otherwise protected in the following amounts: \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each occurrence /\$1,000,000 by disease aggregate.

B. Commercial General Liability Insurance. Contractor and any of Contractor's Subcontractors shall maintain Commercial General Liability for the Project written on an

occurrence form with policy limits of not less than One Million Dollars (\$1,000,000.00) each occurrence, Two Million Dollars (\$2,000,000.00) general aggregate for bodily injury and property damage, and name Webb County as an additional insured.

C. Commercial Automobile Liability Insurance. Contractor and any of Contractor's Subcontractors shall maintain Automobile Liability Insurance covering hired or any other vehicles owned, and non-owned vehicles used, by the Contractor at a minimum of not less than One Million Dollars (\$1,000,000.00 per occurrence for bodily injury and property damage.

D. The contractor shall procure and shall maintain during the life of this Contract, insurance in the amount listed under Paragraph 17(A), (B), and (C).

E. Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The Insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner. The Owner shall be named as Insureds or Additional Insureds with respect to all insurances required by be carried by Contractor. A blanket waiver of subrogation in favor of Webb County, Texas shall be contained in the Workers' Compensation and all liability policies.

18. NOTICE TO PROCEED SHALL NOT BE ISSUED TO THE CONTRACTOR BY WEBB COUNTY WITHOUT THE PROOF OF ALL REQUIRED INSURANCE POLICIES TO WEBB COUNTY BY CONTRACTOR NOT LATER THAN TWO (2) WORKING DAYS PRIOR THE DATE OF THE SCHEDULED PRE-CONSTRUCTION MEETING "DEADLINE". FAILURE OF CONTRACTOR TO PROVIDE SAID BONDS AND/OR INSURANCE POLICIES BY THE DEADLINE SHALL CONSTITUTE A DEFAULT OF YOUR CONTRACT AND WEBB COUNTY SHALL AT THEIR SOLE OPTION AWARD THE CONTRACT TO THE NEXT LOWEST BIDDER OR RE-ADVERTISE THIS PROJECT FOR NEW BIDS/PROPOSALS.

19. RELATIONSHIP OF PARTIES: Contractor is engaged under this Agreement as an "INDEPENDENT CONTRACTOR" and not as an agent or employee of Owner. Contractor is not entitled to benefits of any kind to which Owner's employees are entitled, including but not limited to unemployment compensation, workers' compensation, health insurance, or retirement benefits. Contractor assumes full responsibility for payment of all federal, state and local taxes or contributions, including but not limited to, unemployment insurance, social security, Medicare, and income taxes with respect to Contractor and Contractor's employees. This Agreement does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party has any right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against, or in the name of, or on behalf of the other party.

20. **SUCCESSORS AND ASSIGNS:** This Agreement may not be assigned or subcontracted, in full or in part, by either party without first obtaining written consent of the other party. The parties shall not be relieved of its full responsibility for completion of work because of subletting of any portion of the work. This Agreement shall be binding upon and shall ensue to the benefit of the parties hereto and their respective successors, transferees, and assigns.
21. **INDEMNITY:** CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD WEBB COUNTY, IT'S COMMISSIONERS COURT, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL LOSS, EXPENSE, COST, OR LIABILITY (INCLUDING REASONABLE LEGAL FEES AND EXPENSES), ARISING FROM ANY CLAIM OR CAUSE OF ACTION FOR ANY LOSS OR DAMAGE CAUSED BY OR ARISING FROM THE PERFORMANCE OF CONTRACTOR'S OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE CONDUCT OF CONTRACTOR'S EMPLOYEES AND/OR ANY ACTS PERFORMED UNDER THIS CONTRACT AND THAT RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONTRACTOR OR OF ANY PERSON EMPLOYED BY THE CONTRACTOR. IN CASE OF ANY SUCH CLAIM, CONTRACTOR, UPON NOTICE FROM OWNER, COVENANTS TO DEFEND ANY SUCH ACTION OR PROCEEDING. THE CONTRACTOR SHALL ALSO SAVE AND HOLD HARMLESS THE OWNER FROM AND AGAINST ANY AND ALL EXPENSES, COURT COSTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES THAT MIGHT BE INCURRED IN LITIGATION OR OTHERWISE DEFENDING OR PROSECUTING THE CLAIMS.
22. **COMPLIANCE WITH LAWS:** Contractor agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities, including, but not limited to, those pertaining to safety, and shall obtain all licenses, registrations, or other approvals required in order to fully perform its obligations hereunder. Contractor represents and warrants that all improvements made to the property shall comply with the Americans with Disabilities Act (ADA) and all other applicable Federal/State Codes, regulations, and laws.
23. **SEVERABILITY:** Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the State of Texas, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.
24. **GOVERNING LAW/VENUE:** This agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, without regard to choice of law rules of any jurisdiction. The parties hereby further agree that for any litigation regarding this agreement that venue lies exclusively in the State Courts of Webb County, Texas.
25. **DEFAULT AND TERMINATION:** In the event either party interferes with the general progress of this Project intentionally, or by negligence, or intentional or negligent delay, the non-defaulting party may complete the same or cause the same to be completed and charge all sums

of money so expended for the completion of this Agreement against the defaulting party, and the defaulting party shall reimburse the non-defaulting Party for any loss sustained thereby.

26. **ATTORNEY'S FEES:** In the event either party breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees incurred by such other party.
27. **ENTIRE AGREEMENT:** This Agreement and its Exhibits shall constitute the complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, agreements, promises or statements, either oral or written, by and between the parties. Any modifications to this Agreement must be in writing and signed by the party sought to be bound.
28. **EXHIBITS:** The following documents are attached hereto and fully incorporated herein by reference and made a part of this agreement as if fully set forth herein:
1. **Contractor's Bid Proposal and Scope of Work** together attached hereto as **Exhibit "A"**.
 2. **Request for Proposal (RFP) 2023-001** including all issued Addendums as **Exhibit "B"**
 3. **Insurance Coverages, Liability, Worker's Comp., etc. (To be provided by Contractor Prior to Issuance of Notice to Proceed), "Exhibit C"**.
 4. **Webb County's Notice to Proceed Letter**- See sample form **"Exhibit D"**.
29. **OMISSIONS:** If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any portion of this Agreement shall be omitted here-from, then it is hereby declared that such omission was unintentional and that the omitted element shall be included in order to give meaning, validity, and/or effect to any portion of this Agreement.
30. **MATERIALMEN/SUPPLIERS:** Contractor within 10 days from the date of the execution of this agreement shall provide an updated and current listing of all Subcontractors and/or Materialmen or Suppliers, and all laborers, used by the Contactor to Webb County and Contractor shall notify the Owner in writing whenever changes occur, and Contractor shall provide the Owner with an updated listing within FIVE (5) working days of upon request for an updated listing. Contractor will immediately notify the Owner in writing of any Subcontractors and/or Materialmen or Suppliers, and all laborers, independent contractors, and/or other such materialmen and/or suppliers services that are discontinued and/or that have been added to their workforce.
31. **REQUEST FOR PAYMENT SUBMISSION:** All request for payments are to be made payable to Contractor by dated and signed invoice(s). Said invoice and/or request for progress payments shall be submitted in writing to **Luis Perez-Garcia, P.E., Webb County Engineer**, or its designated and authorized representative, on behalf of Owner for review and approval of same. Upon review and approval of the request for payment by **Luis Pérez-García, P.E.**,

Webb County Engineer, on behalf of Owner, the Webb County Engineer shall then forward the approved request for the payment amount [less Five percent (5%) retainage] to the Webb County Business Office to process the progress payment request. Payment will be mailed to Contractor or made available for pick up at the Webb County Business Office.

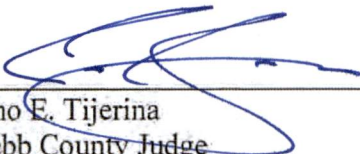
32. **COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES:** Contractor agrees to comply at all times with all federal, state, county, and/or City of Laredo building, development codes, city building permits, rules, regulations, ordinances and laws, and Contractor shall not permit the Premises or any part thereof to be used for (a) any offensive, noisy, or dangerous activity that would pose a health or safety risk; (b) the creation or maintenance of a public nuisance, (c) anything which is against public regulations or rules of any public authority at any time applicable to the Premises; or (d) any purpose or any manner which will obstruct, interfere with, or infringe on the rights of other tenants or adjoining properties. All permits issued by the City of Laredo shall be at Contractor's sole expense.
33. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in the Agreement 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 thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
34. **AMENDMENT:** No amendment, modification, or alteration of the terms of this Agreement hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and approved by the Webb County Commissioner's Court and duly executed by both of the parties hereto.
35. **TIME OF ESSENCE:** Time is of the essence of this Agreement and each and every covenant, condition, and provision herein contained.
36. **ADDITIONAL PROVISIONS:**
- a. **Inconsistencies.** Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
 - b. **Entire Agreement.** This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.
 - c. **No rights created.** This Agreement is not intended and does not create any rights or interest in persons not a party hereto.

- d. **Confidentiality.** Any confidential information provided to or developed by Consultant in the performance of this Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual or organization without the prior approval of WEBB COUNTY.
- e. **Headings.** The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.
- f. **Waiver.** The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.
- g. **Consequential Damages.** Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, will-full misconduct, negligent act or omission, or other wrongful act of either of them.
- h. **Counterparts.** This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.
- i. **Terminology and Definitions.** All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.
- j. **Rule of Construction.** The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

IN WITNESS WHEREOF, the parties aforesaid have duly executed the foregoing instrument, or caused the same to be executed in duplicate originals on the dates set forth below:

WEBB COUNTY:



Tano E. Tijerina
Webb County Judge

CONTRACTOR:
AUDIO DYNAMICS, INC.


Fermin Flores

Fermin Flores, President

Date: May 22, 2023

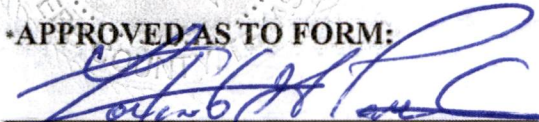
Date: May 22, 2023

ATTESTED:



Margie Ramirez-Ibarra
Webb County Clerk

***APPROVED AS TO FORM:**



Fortunato G. Parédes
Webb County Civil Legal Division

*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

EXHIBIT "A"

Exhibit "A"

A Proposal for Installation of Camera/Data Wiring installation for:

Webb County Jail, (Camera Installation)

Submitted By:

Audio Dynamics, Inc.

Automation * Entertainment*
Security* Cabling Group

President
Fermin Flores

(956) 337-1951

fermin@audiodynamicsinc.com

Audio Dynamics, Inc.
101W Hillside Rd., Ste 11B
Laredo, TX 78041
956-712-8249 Office
956-712-4436 Fax
fermin@audiodynamicsinc.com
www.audiodynamicsinc.com

Exhibit "A"

Cabling Scope of Work

Statement Date: 12/29/22
Audio Dynamics, Inc. Bid No.: 0805

General Requirements

Audio Dynamics, Inc. will provide a structured cabling system outlined in this scope of work. This cabling system will include all labor and materials. This Scope of Work is based on the prints that were provided.

Audio Dynamics, Inc. Contacts:

Fermin Flores, Jr.
President
Email: fermin@audiodynamicsinc.com
Office: 956-712-8249
Fax: 956-712-4436
Cell: 956-337-1951

Cabling Requirements

Quality of Work

All work shall be in accordance with the respective drawings, written specifications, industry standards, trade practices, and applicable regulatory agencies. Audio Dynamics, Inc. will provide professional services to meet and exceed performance standards and industry recommendations that relate to the above scope of work.

Scope of work (NVR and Camera Installation)

- Audio Dynamics will install 280 4mp IP cameras. TVT Model indicated on proposal.
- TVT NVR Storage will provide from 30-45 days of storage. Setup of storage will be done once all cameras are connected to system. TVT Model indicated on proposal.
- Audio Dynamics will provide CAT6 indoor rated cable to each camera from MDF or IDF.
- Audio Dynamics will provide CAT6 outdoor rated cable for each outdoor camera through the PVC Conduit.
- Audio Dynamics will provide labor to remove the old cameras and wiring.

SCP Category 6 (CAT6) cables are manufactured and tested to exceed ANSI/TIA 568-C.2 and ISO/IEC 11801 Class E standards.

SCP CAT6 cables are primarily available in several construction configurations: UTP (unshielded twisted pair); F/UTP (shielded - overall foil shield); and Siamese (side by side). Cat6 cables also included in our Structured/Composite/Bundled cable series.

Certifications: UL CMP and CMR; ETL CMP and CMR; CPR Dca to B2ca; and HDBaseT.

-Audio Dynamics will provide Estimate for Solution 1: 9 32 Channel NVR Recorder w/16 Port POE Built-in. Will 9 16 Port POE Switches. This will give you a total of 288 Cameras -NVR 8MP (4K) / 32 Channels IP / 16 POE Ports / Support 4 Hard Disk / Video Output in 4K / H.265+ / Cloud Video Recording / Support face recognition

Exhibit "A"

Labeling

Faceplates will have appropriate cable labeling which will correspond to labeling on patch panels in telecom room.

Cable Testing and Verification Requirements

Audio Dynamics, Inc. will test 100 % of all cables installed, furnished or terminated during delivery of this proposal.

All Audio Dynamics, Inc. Cabling installed cables will be tested and documented as testing progresses. Upon completion of the cable testing, any cables noted as failed will be repaired and re-tested.

Project Management

Audio Dynamics, Inc. will assign a project manager/Lead technician for the duration of the project. Changes may be required due to architectural constraints or customer requirements.

Terms and Conditions

Certain standard terms and conditions will govern all work performed under this scope of work.

Audio Dynamics, Inc. will:

Act in a highly professional manner with an emphasis on Customer Satisfaction.

Obtain all necessary permits and licenses.

Provide cleanup of all work areas and installation points used by Audio Dynamics, Inc.

Audio Dynamics, Inc. has bid this with the knowledge of working from 9AM to? (Monday through Friday)

Warranty

Standard Warranty

All materials and labor supplied by Audio Dynamics, Inc. are under warranty to be free from defects for a period of 24 months from the completion date of the installation. 2 years labor warranty by vendor-in the event a camera is damaged, vendor will provide a temporary loaner while damaged camera is sent out to factory for repair. Electrical Surges are not covered under warranty

- Warranty: 5 years on NVRs and IP cameras
- NDAA certified

RFP Pricing

Project timeline will be determined upon acceptance of this scope.

Project Pricing: Audio Dynamics, Inc. will provide all labor, materials and project management based upon the details outlined in this scope of work as follows:

Payment Terms

As Per Webb County

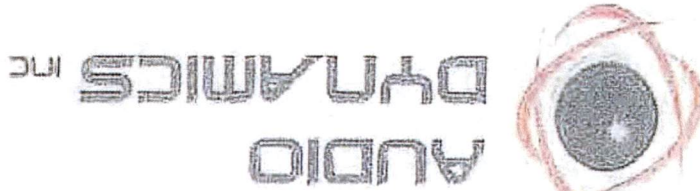
, We accept the terms and conditions as described in the Proposal and in Appendix A, incorporated herein by this reference, and authorize Audio Dynamics, Inc. to perform the work described in the Proposal. The Audio Dynamics, Inc. thanks you for the opportunity to provide a cabling infrastructure solution for you!

Exhibit "A"

By: Fermin Flores

Date: 12/29/22

Title: Owner



Description	Qty/Ho	Price/Ra T	Amount
XR42/16-GEN3 : NVR 8MP (4K) / 32 Channels IP / 16 POE Ports / Support 4 Hard Disk / Video Output in 4K / H.265+ / Cloud Video Recording / Support face recognition	9.00	\$680.00	\$6,120.00
WI-PS518G : Long-Range PoE (802.3af/av/bt) Switch unmanageable with 16 x 10/100Tx (PoE), 2 x 100/1000Tx and 1 x SFP, 200W	9.00	\$185.00	\$1,665.00
XE42M-GEN3(B) : Turret IP 4 Megapixel / POE / IR 30m / WDR / Micro SD / IP67 / 2.8 mm Lens / Built-in Microphone / Cloud Video Recording / Metal Housing	280.00	\$190.00	\$53,200.00
DS-1280ZJ-XS-AX : Metal Junction Box for DS-2CD20** , B8** , E8** , LE7** , LB7**	200.00	\$16.99	\$3,398.00
WD84PURZ : WD HDD 8TB / Optimized for Video Surveillance / 5640RPM	36.00	\$299.00	\$10,764.00
Install Camera (Mount, Adjust, and Cable) Cat6 Cable, Includes removal of old camera and wire	280.00	\$150.00	\$42,000.00
Cat6 Cable Wire 1000ft Spools	20.00	\$30.00	\$600.00
Conduit and Misc. Parts, J-hooks, Labels	1.00	\$450.00	\$450.00
OmniMount RE42 Rack System Enclosed w/casters and locking glass door	1.00	\$1,500.00	\$1,500.00
2 years labor warranty by vendor-in the event a camera is damaged, vendor will provide a temporary loaner while damaged camera is sent out to factory for repair. Electrical Surges are not covered under warranty.		\$0.00	\$0.00

Terms	Customer #	Service Rep.	Project	Solution 1
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Bill To:

Webb County

Ship To:

101 W. Hillside Rd, Ste 11B
Laredo, TX 78041
(956)712-8249 Office (956)712-4436 Fax

Number: E4119
Date: 4/20/2023

Estimate



Exhibit "A"



101 W. Hillside Rd., Ste 11B
 Laredo, TX 78041
 (956)712-8249 Office (956)712-4436 Fax

Estimate

Number: E4119
 Date: 4/20/2023

Bill To:
 Webb County

Ship To:

Terms	Customer #	Service Rep.	Project
			Solution 1

Description	Qty/Ho	Price/Ra T	Amount
Warranty from manufacture for 5 Years		\$0.00	\$0.00
Warranty (Covers Labor) For Two Years		\$0.00	\$0.00
Option: PTZ Replacement for 270 degree cameras			
XF60-GEN3 20MP Outdoor Multi-Sensor PanoVu EXIR Flexible Network Camera, 2.8-8mm Motorized Varifocal Lens, Includes Wall Mount Adapters	4.00	\$1,850.00	\$7,400.00
Install Camera (Mount, Adjust, and Cable) Cat6 Cable	4.00	\$155.00	\$620.00

Amount Paid	\$0.00	Discount	\$0.00
Amount Due	\$127,717.00		
		SubTotal	\$127,717.00
		State Tax 8.25% on \$0.00	\$0.00
		Total	\$127,717.00



AUDIO
 DYNAMICS inc

EXHIBIT "B"

Exhibit "B"

Request for Proposals (RFP) RFP 2023-001

"Jail Security Camera Upgrade Project"

Due: December 8, 2022 at/or before 10 am (CT)

Webb County is soliciting formal Request for Proposals for a turn-key security camera system for the County Jail located at 1001 Washington Street, Laredo, Texas 78040 to include software, hardware, removal of existing antiquated camera system and all necessary components, labor, warranty, and related fees for an approximate 280 security cameras. This document outlines the requirements, selection process and documentation necessary to submit a competitive proposal in response to this RFP. This solicitation will comply with the State of Texas Local Government Code; §262.030 (Alternative Competitive Proposal Procedure for Certain Goods and Services).

The accompanying RFP with its terms, conditions, attachments and all other forms in this RFP package are due by or before 10 a.m. (Central Time) on December 8, 2022. RFP received after the due date and time will not be accepted. All RFP meeting the required deadline will be read publicly at the following location in accordance with Federal and State Procurement rules:

Webb County Purchasing Department
1110 Washington St., Ste. 101
Laredo, Texas 78040

This RFP solicitation can be viewed at the following online address. Interested Firms/individuals may submit their Proposals by registering on Webb County's e-Bid site and uploading their file to our "Response Attachments" tab. All new supplier registrations must be completed one workday prior to official due date of submittal. Should anyone need assistance please contact Mr. Juan Guerrero, Contract Administrator at (956) 523-4125.

<https://webbcountyebid.lonwave.net/Login.aspx>



WEBB COUNTY reserves the right to reject any and all RFP, to waive informalities in the RFP process, or to terminate the RFP process at any time, if deemed in the best interest for WEBB COUNTY. In addition, WEBB COUNTY shall not, under any circumstances, be bound by or be liable for any obligations with respect to this public solicitation until such time (if at all) a professional service agreement has been awarded and all approvals obtained in form and substance satisfactory to the WEBB COUNTY have been executed and authorized by the WEBB COUNTY Commissioners Court, and then only to the extent of such fully executed agreements.

Exhibit "B"

THIS FORM MUST BE INCLUDED WITH RFP PACKAGE; PLEASE CHECK OFF EACH ITEM INCLUDED WITH RFP PACKAGE AND SIGN BELOW TO COMPLETE SUBMITTAL / COMPLETION OF EACH REQUIRED ITEM.

RFP 2023-001
"Jail Security Camera Upgrade Project"

- Price Proposal(s)
- References Form
- Conflict of Interest Form (CIQ)
- Certification regarding Debarment (Form H2048)
- Certification regarding Federal lobbying (Form 2049)
- Code of Ethics Affidavit
- House Bill 89 Form
- Senate Bill 252 Form
- SAMs Registration completed by Firm (See Section 1.13)
- Proof of No Delinquent Tax Owed to Webb County

Fermin Flores
Signature of Person Completing this Package

Date

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Section 1. Introduction to Offerors

This RFP solicitation is a public invitation to all parties interested in submitting a Proposals for Professional Environmental Services for the scope of services stipulated herein. The word "Offeror" "Firm" and "Respondent" will be interchanged throughout the document, but have the same meaning as it pertains to this request for qualifications; An individual, Firm, corporation or other entity supplying information/responding to a public solicitation.

The following items are provided as general information and instructions as required by Webb County.

1.1 Offeror Instructions

Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements of this RFP. Be sure you have a clear understanding of the RFP.

1.2 Governing Law

Offeror is advised that these requirements shall be fully governed by the laws of the State of Texas and that Webb County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and General Counsel for Webb County concerning any portion of these requirements.

1.3 Ambiguity, Conflict, or other errors in the RFP

If Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the Webb County Purchasing Agent of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Offeror fails to notify the Webb County Purchasing Agent prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Offeror, or an error or ambiguity that reasonably should have been known to Offeror, then Offeror shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with number one (1).

1.4 Notification of Most Current Address

Firms in receipt of this RFP shall notify Mr. Juan Guerrero, Contract Administrator, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals. All electronic submittals can be retracted and resubmitted for same purpose prior to deadline. For instructions or additional information Mr. Guerrero can be reached at (956) 523-4149 or via email at juaguerrero@webbcountytx.gov

1.5 PROPOSAL Preparation Cost

Respondents submitting PROPOSAL do so entirely at their expense. There is no express or implied obligation by the Webb County to reimburse a Respondent for any costs incurred in preparing or submitting PROPOSAL, providing additional information when requested by the Scoring Committee or Commissioners Court, participating in any selection interviews, site visits, or participating in this procurement.

Exhibit "B"

1.6 Signature of Respondent

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Offeror contractually. If the Offeror is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Offeror is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Offeror is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted prior to the deadline of RFP.

1.7 Economy of Presentation

PROPOSAL shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. PROPOSAL that do not address each criterion may be rejected and not considered.

1.8 Offeror Obligation

The contents of the response to RFP and any clarification thereof submitted by the selected Offeror shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 Intentionally Left Blank

1.10 Governing Terms

In the event of any conflict of interpretation of any part of this overall document, Webb County's interpretation shall govern. To include any Addendum(s) published.

1.11 Implied Requirements

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Offeror, shall be included in the PROPOSAL, if applicable.

1.12 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable PROPOSAL. Failure to comply with all provisions of the RFP may result in disqualification.

Exhibit "B"

1.13 Offeror Registration: SAM (System for Award Management)

Vendors doing business with Webb County are required to be registered with The System for Award Management (SAM), with an "active" status.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/Fed Reg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

Offerors are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Proposal Submission.

1.14 Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Webb County will be required to complete a Certificate of Interested Parties (FORM 1295), unless contract is considered exempt as described below.

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a. a sponsored research contract of an institution of higher education
- b. an interagency contract of a state agency or an institution of higher education
- c. a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and/or any qualified Offeror is eligible for the contract
- d. a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- e. a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- f. a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

Exhibit "B"

Upon entering into a contract or professional agreement, the Civil Legal Department will submit a request to the awarded Offeror to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Offeror), to the Civil Legal Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.15 Acceptance of Sealed Hard Copy PROPOSAL

Webb County will accept hard copy PROPOSAL, Respondent must provide one original and four (4) copies in a sealed envelope. Sealed envelope must contain the name and number of RFP on the top right corner of envelope and be delivered sealed to the following address prior to deadline (See RFP Schedule – Section 1.41)

Webb County Purchasing Agent's Office
1110 Washington Street, Suite 101
Laredo, Texas 78045
Attn: Contract Administrator

PROPOSAL received after the published deadline to submit will not be accepted and will be returned to Respondent unopened. **Webb County encourages all interested parties to register on our e-bid portal** <https://webbcountyebid.ionwave.net/Login.aspx> **Click on "Supplier Registration" and submit your PROPOSAL online.** For assistance on supplier registration please contact Mr. Juan Guerrero, Contract Administrator with the Purchasing Department at (956) 523-4125 or email at jguerrero@webbcountytexas.gov

1.16 Evaluation

Webb County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Offeror. This information may be appended to the PROPOSAL evaluation process results. Information on a service provider from reliable sources, and not within the service provider's PROPOSAL, may also be noted and made part of the evaluation file. Webb County shall have sole responsibility for determining a reliable source.

1.17 Withdrawal of Proposal

For hard copy submittals, the Offeror may withdraw its PROPOSAL by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Agent any time prior to the submission deadline. The Offeror may thereafter submit a new PROPOSAL prior to the deadline. If Offeror submitted PROPOSAL electronically (<https://webbcountyebid.ionwave.net/Login.aspx>) Offeror may retract and resubmit PROPOSAL prior to deadline without notification to the Purchasing Agent. **Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.**

Exhibit "B"

1.18 Small Business Enterprises, Minority Business Enterprises & Women's Business Enterprises

Webb County encourages all Small Business Enterprises (SBE), Minority Business Enterprises (MBE), and Women's Business Enterprises (WBEs) to participate in this solicitation. Webb County will email the corresponding information to further promote participation of all SBEs, MBEs, and WBEs to the following email address MWBE@TexasAgriculture.gov

1.19 Intentionally Left Blank

1.20 Ownership of Proposal

All PROPOSAL become the property of Webb County and will not be returned to Respondents.

1.21 Disqualification of Respondent

Upon submission of Respondents PROPOSAL, a Respondent offering to sell supplies, materials, services, or equipment to Webb County certifies that the Offeror 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 offer made to any competitor or any other person engaged in such line of business. Any or all PROPOSAL may be rejected if the County believes that collusion exists among the Respondents.

1.22 Contractual Development

The contents of the RFP and the selected PROPOSAL will become an integral part of the contract, but may be modified by provisions of the contract as negotiated and in accordance with any and all applicable Local, State, and Federal regulations/provisions. Therefore, the Offeror must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection and negotiation process.

1.23 Intentionally left Blank

1.24 Contract Obligation

Webb County Commissioners' Court must award the contract, and the County Judge or other County Official authorized by Webb County Commissioners Court must sign the contract before it becomes binding on Webb County or the Offeror. Elected Officials and Department heads are not authorized to sign contracts/agreements for Webb County for the exception of General Counsel with final approval and signature by the Webb County Judge. Binding agreements shall remain in effect until all products and/or services covered by an executed agreement/contract have been satisfactorily delivered and accepted by Webb County.

1.25 Termination

Webb County reserves the right to terminate the agreement/contract for default if the awarded Offeror breached any of the terms stipulated on final executed agreement / contract between awarded Offeror and County, including warranties of Offeror, or if the Offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Webb County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Webb County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause in accordance with final contract/agreement termination provisions with a written notice to either party unless otherwise specified.

Exhibit "B"

1.26 Inspections

Webb County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a PROPOSAL cannot furnish a sample of a proposed item for review, or fails to satisfactorily show an ability to perform, the County can reject the Offeror as inadequate.

1.27 Testing

Webb County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection, if applicable.

1.28 Intentionally left Blank

1.29 Taxes

The Offeror and its sub-offerors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by Local, State or Federal law.

1.30 Non-Discrimination

The successful offeror will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

1.31 Intentionally left blank

1.32 Intentionally left Blank

1.33 Acknowledgment of Insurance Requirements

By signing its PROPOSAL, Offeror acknowledges that it has read and understands the insurance requirements for this proposal as stipulated under Section 1.34 (Insurance). Offeror also understands that evidence of required insurance must be submitted within five (5) working days following notification of award of its offer; otherwise, Webb County may rescind its acceptance of the Offeror's PROPOSAL. Proof of required minimum insurance will need to be submitted directly to the Webb County Civil legal Department.

1.34 Insurance

All insurance must be written by an insurer licensed to conduct business in the State of Texas. The awarded firm(s) shall comply with each and every condition contained herein. The firm shall provide and maintain, until the work covered in the contract is completed and accepted by The Webb County, the minimum insurance coverages as follows:

Exhibit "B"

1. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations and a separate products/ completed operations aggregate. There should be no XCU (Explosion, Collapse, Underground) exclusion. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the each-occurrence limit.
2. Workers Compensation insurance at statutory limits, including Employers Liability coverage at a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
3. Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. Webb County accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence; combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. Webb County shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of Webb County shall be contained in the Workers Compensation and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify Webb County of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that Webb County will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.

Exhibit "B"

6. All insurance policies, which name Webb County as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by Webb County.
9. Insurance must be purchased from insurers that are financially acceptable to Webb County.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to Webb County.

Upon request, Contractor shall furnish Webb County with certified copies of all insurance policies.

All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

If the size of the job warrants, an umbrella policy that sits over the auto, general liability and employer's liability section of the worker's comp policy can be required.

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Exhibit "B"

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1.37 **Special Accommodations**

To request special accommodations pursuant to the Americans with Disabilities Act (ADA), please notify the contact shown below, a minimum of 48 hours prior to a scheduled meeting.

Mr. Juan Guerrero, Contract Administrator at 956) 523-4149 or email at juguerrero@webbcountytx.gov

1.38 **Webb County Purchasing Code of Ethics Policy**

The County of Webb will ensure that it will promote and enforce proper ethical conduct by all Vendors, Procurement Officials, Elected Officials and County employees directly or indirectly involved in the procurement process. All vendors wishing to participate in any solicitation **must sign and notarize the affidavit form included as part of this solicitation package** and upload with your electronic submission or included with your hard copy sealed submission. Failure to submit form will disqualify your bid or proposal package from being considered.

The Ethics Policy can be viewed at the Webb County Purchasing Agents website listed below for vendors to read prior to signing and submitting the affidavit form.

<http://www.webbcountytx.gov/PurchasingAgent/PurchasingEthicsPolicy.pdf>

The Webb County Purchasing Board approved the Code of Ethics policy on April 19, 2018 and adopted by the Webb County Commissioners Court on May 14, 2018.

When responding to an Active Solicitation, Vendors shall be required to disclose donations and campaign contributions by the Vendor or any individual or entity acting on the Vendor's behalf to the Purchasing Agent or his designee made within six (6) months prior to the date of the Active Solicitation. **Failure by a Vendor to accurately disclose such contributions may result in the Vendor's disqualification, debarment, or contract voidance as per Section 18 of the Ethics Policy.**

1.39 **Proposal Submissions During Time of Inclement Weather, Disaster, or Emergency**

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/request for Proposals submission deadline, the bid/proposal/request closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the Offeror to notify the County of their interest in the project should these conditions impact their ability to submit a bid/proposal/Proposals submission before the stated deadline. The Webb County Purchasing Agent reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/Proposals submissions cannot be received by the Webb County Purchasing Department's office by the exact time specified in the RFP and urgent County requirements preclude amendment to the RFP, the time specified for receipt of proposal will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

Exhibit "B"

1.40 Questions

Questions may be submitted by Respondents by signing in to our e-bid portal and using the "Questions" tab for submission by published deadline. All questions requiring an official response will be posted on e-bids for all interested parties to read in accordance with deadlines published under Section 1.41 (RFP Schedule of Events).

1.41 RFP Schedule of Events

Activity	Time	Date	Responsible Party
Public Notice/Newspaper	n/a	Nov. 17 th , Nov. 24 th	County Purchasing Office
Posted RFP on Website	n/a	Nov. 16 th - Until awarded	County Purchasing Office
Questions Due to County	No later than 5pm	Nov. 25 th	Respondent
Posting of Answers	No later than 5pm	Nov. 28 th	County Purchasing Office
Sealed Proposals Due	10 am (CT)	Dec. 8 th	Respondent
Evaluation of Proposals	TBD	Dec. 8 th – Dec. 9 th	Scoring Committee
Award of Contract	TBD	TBD	Governing Body
Finalization of Contract	TBD	TBD	Governing Body

Footnote: County reserves the right to adjust time and dates on above projected schedule if it is in the best interest for Webb County. Addendum will be issued to inform the Public and all interested parties.

A pre-proposal meeting has been scheduled on Wednesday November 23, 2022 at 10 am at the following location:

Webb County Purchasing Department
1110 Washington St., Ste. 101
Laredo, TX 78040

2.0 Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards

The Following Federal provisions are only applicable if Webb County funds all, or part of the professional services requested under this solicitation with Federal funds subject to approval by Commissioners Court. Therefore, the Offeror awarded a contract from this solicitation will be subject to compliance with the provisions under the Code of Federal Regulation Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award, to include and not limited to the General Procurement Standards under §200.317 - §200.327. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Exhibit "B"

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §.401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit

Exhibit "B"

"Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) § 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Firm or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications

equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Firm, or Dahua Technology Firm (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

(l) § 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. Background and Scope of Services

Background:

The Webb County Sheriff's Office intent is to replace approximately 280 antiquated security cameras at the Webb County Jail located at 1001 Washington Street, Laredo, Texas 78040 by requesting formal proposals from qualified vendors who can provide services, products and installation for a "turn-key" security camera system to include software, hardware, removal of existing security camera system, disposal and installation of all necessary components, and both standard and extended warranty offers:

Scope of Work Requirements:

- ✓ 280 IP POE fixed cameras 5MP minimum (120 - 160 Degree FOV) preferred
- ✓ 9 NVRs with sufficient storage for a 35-day minimum playback
- ✓ VMS program with analytics (milestone not acceptable)
- ✓ Removal of all existing camera equipment
- ✓ All cabling/installation must meet jail safety standards (conduit)

Exhibit "B"

- ✓ 24 turnaround time for service calls on weekends and no later than next business day for Monday – Friday during the warranty period.
- ✓ Include pricing on any extended warranty
- ✓ Any deviation from above-specified items will be allowed with a detailed explanation regarding the purpose for the deviation.
- ✓ Warranty on parts and labor 2 year minimum

Right of Negotiation: The County reserves the right to negotiate with the highest-ranking respondent the terms and conditions related to the scope of services requested above and related fees after official award by Commissioners Court and prior to execution of contract/agreement (See following applicable sections: §1.19 Award, §1.22 Contractual Development & §1.32 Fees for Engineering Services).

4. Conflict of Interest

Each Offeror must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Offeror, its principal, or any affiliate or sub-offeror, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Offeror, the principals, or any affiliate or sub-offeror, with any employee of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

Each Offeror must reveal any past or existing relationship between the Offeror, its principal, employees, or any affiliate or sub-offeror, with any county agency, entity, county employee, or other person in anyway involved in the county's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest.

By submitting a proposal in response to this RFP, all Offerors affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement and more specifically to any member of the Webb County Governing Body.

The contract or contracts in this solicitation are subject to Texas Govt. Code Sec. 2261.252(b), which prohibits the Webb County from entering into contracts with certain private vendors in which certain Webb County officers and employees have a financial interest. Each respondent shall include in its PROPOSAL a statement that it is not prohibited from entering into a contract with Webb County as a result of a financial interest as defined under Texas Govt. Code Sec. 2261.252(b).

5. Confidential/Proprietary Information

If any material in the proposal submission is considered by Offeror to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Offeror), Offeror must clearly mark the applicable pages of Offeror's proposal submission to indicate each claim of confidentiality. Additionally, Offeror must include a statement on Firm letterhead identifying all Proposal section(s) and page(s) that have been marked as confidential. Webb County will protect from public disclosure such portions of a proposal, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire proposal submission is

Exhibit "B"

protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire proposal submission subject to release under the Texas Public Information Act.

By submitting a PROPOSAL, Offeror agrees to reproduction by Webb County, without cost or liability, of any copyrighted portions of Offeror's proposal submission or other information submitted by Offeror.

6. PROPOSAL Evaluation and Selection Process

6.1 Introduction

The PROPOSAL evaluation and selection process are detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

6.2 PROPOSAL Evaluation Committee

The following Webb County employees are involved in the evaluation process for this procurement:

- 1) Captain Fred Calderon, Webb County Sheriff's Office (WCSO)
- 2) Andy Garcia, PIO Office
- 3) Jose F. Gutierrez, WCSO IT

Note: Do not contact these individuals about this solicitation during the restricted contact period. Please refer to our Purchasing Ethics Policy, Section 6 (Restricted Contact Period).

Restricted Contact Period: The Restricted Contact Period for any solicitation shall be in effect during the time the solicitation is considered an Active Solicitation under this Code of Ethics (regardless of when a Vendor submits a proposal or bid for the solicitation). All Vendor communications including, but not limited to, questions, comments, requests for clarification, and general information requests, during the Restricted Contact Period, regarding any Active Solicitation, must be directed solely to the Contact Person and the Contact Person's Designated Representatives (as defined by the Contact Person on a question-by-question basis). The Contact Person for any specific solicitation can be identified by visiting <https://webbcountyebid.ionwave.net/Login.aspx> or by calling the Purchasing Department at (956) 523-4125.

VIOLATIONS. Any communication by Vendors with any Procurement Professionals, Elected Officials, or any of their respective staff members, agents, or representatives (excluding the Contact Person and Designated Representatives), regarding an Active Solicitation, will be considered a violation of the Restricted Contact Period unless the Vendor receives express written permission from the Purchasing Agent or his designee.

Exhibit "B"

7. Evaluation Criteria and Selection

Each Proposal response will be evaluated utilizing these evaluation criteria based on a 100-point scale.

	Item Evaluated	Possible Points
1	System(s) Proposed	20
2	Proposer	
	References	5
	Years in Service	5
3	Installation Capability	5
4	Ongoing Support Installation	15
5	Quality of RFP Response Document	5
6	Plan / Schedule	
	Proposed Installation Schedule	5
	Proposed Project Cutover Plan	20
7	Cost	20

1. System Proposed: 20 points

System evaluation criteria points are based on ability of system and sub-systems to meet the project needs.

2. Proposer: 10 points

Proposer evaluation criteria points are based on similar project references, and years in business performing work similar in nature to the scope of this project.

References/Similarity of Past Projects (5 points)

4-5 points: All three references are favorable and all three are similar to the project and organization as specified in this RFP.

2-3 points: All three references are favorable and one or two are not similar to the project and organization as specified in this RFP.

0-1 points: Any reference provides unfavorable comments about the Proposer. Or all three references are favorable but none are similar to the project and organization as specified in this RFP.

Years in Business (5 points)

5 points: The Proposer has been performing work similar to the scope of this project for at least five (5) years. Proposers with less than 5 years of experience will receive a percentage of the total points.

3. Installation Capability: 5 points

Installation Capability is based on the number and qualifications of certified technicians, and the Proposer's proven capability to meet project deadlines (from information gathered from references).

5 points: The proposer employs five (5) or more technicians who have manufacturer certification and project experience for each system / sub-system.

0-4 points: The proposer employs between one (1) and four (4) technicians who have manufacturer certification and project experience for each sub-system.

4. Ongoing Support Capability: 15 points

Installation Capability is based on the number and qualifications of local certified and trained technicians, and the Proposer's proven capability to meet project deadlines (from information gathered from references).

0- 15 points: The proposer employs at least one or more local technicians (within 100 miles) who have manufacturer certification and project experience.

5. Quality of RFP Response: 5 Points

Quality of RFP response is based on the overall quality and presentation of the proposer's response documents. This criterion gives more points to responses that are complete, organized and provide all relevant materials to properly evaluate the response and the company.

0-5 points will be awarded for the most complete RFP response.

6. Proposer's Project Plan/Schedule: 25 Points

Quality of RFP response is based on the overall quality and presentation of the proposer's response documents. This criterion gives more points to responses that are organized, complete and provide all relevant materials to properly evaluate the response and the company.

0-5 points will be awarded for the most detailed and favorable proposed project Schedule.

0-20 points will be awarded for the most detailed and least disruptive proposed project plan. This criterion will consider potential system downtime, necessary additional jail staff required and overall disruption to Jail daily operations.

7. Cost:

0-20 points will be awarded to best value cost proposal(s).

The Evaluation Committee may elect to require an oral presentation from each qualified Offeror of the information contained in their PROPOSAL. Any invitation for an oral presentation will be solely for the purpose of clarifying PROPOSAL received from each qualifying Offeror.

Upon completion of Evaluation Committee review and any oral presentations if required, the Evaluation Committee will convene one or more times to discuss the PROPOSAL officially submitted for this RFP as a group. Each Evaluation Committee member will individually score each PROPOSAL independently. The Webb County Purchasing Agent will collect all scores and tabulate scores of all Committee members. The Purchasing Agent will then submit an item to Commissioners Court for award based on the highest-ranking Respondent for consideration.

Upon the award of successful Respondent, the Court shall authorize the Civil Legal Department and/or other designees to proceed with contract negotiations and attempt to finalize a written contract with the awarded Respondent. If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated, and negotiations with the next highest-ranking Offeror may commence. This process may

Exhibit "B"

continue until a contract is signed or the County may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations.

Exhibit "B"

County of Webb

ADDENDUM No. 1 TO THE RFP DOCUMENTS
Addendum Date: November 23, 2022

RFP DOCUMENT NUMBER RFP 2023-001
"Jail Security Camera Upgrade Project"

A. This Addendum shall be considered part of the RFP documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence. **RESPONDENTS MUST SIGN THE ADDENDUM AND SUBMIT IT WITH THEIR BIDS/PROPOSALS.**

B. Respondent are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the original RFP document remains unchanged. The RFP documents are modified and/or clarified, as follows:

- **The deadline for questions has been corrected on the Webb County eBid portal from December 8, 2022 to Monday November 28, 2022 at 5pm.**

Exhibit "B"

Addendum No. 1 - Page 2 of 2

RESPONDENT MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE PROPOSAL FORM(S):

Company Name

Contact Person

Signature

Fermin Flores

Date

THIS CONCLUDES ADDENDUM NO. 1 IN ITS ENTIRETY.

This Addendum is being transmitted electronically via our E-Bid site @ <https://webbcountyebid.ionwave.net/Login.aspx>. If you have any questions, please direct them to; Juan Guerrero Jr. (956) 523-4149 or email at juguerrero@webbcountvtx.gov.

Exhibit "B"

County of Webb

ADDENDUM No. 2 TO THE RFP DOCUMENTS

Addendum Date: November 23, 2022

RFP DOCUMENT NUMBER RFP 2023-001

"Jail Security Camera Upgrade Project"

A. This Addendum shall be considered part of the RFP documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence. **RESPONDENTS MUST SIGN THE ADDENDUM AND SUBMIT IT WITH THEIR BIDS/PROPOSALS.**

B. Respondent are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the original RFP document remains unchanged. The RFP documents are modified and/or clarified, as follows:

- **The deadline for questions has been corrected on the Webb County eBid portal from November 28, 2022 to Wednesday November 30, 2022 at 5pm.**

**RESPONDENT MUST ACKNOWLEDGE THIS ADDENDUM BY
SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO
THE PROPOSAL FORM(S):**

Company Name

Contact Person

Signature

Fermin Flores

Date

THIS CONCLUDES ADDENDUM NO. 1 IN ITS ENTIRETY.

This Addendum is being transmitted electronically via our E-Bid site @
<https://webbcountyebid.ionwave.net/Login.aspx>. If you have any questions, please direct them
to; Juan Guerrero Jr. (956) 523-4149 or email at juguerrero@webbcountytexas.gov.

Exhibit "B"

County of Webb

ADDENDUM No. 3 TO THE RFP DOCUMENTS

Addendum Date: November 23, 2022

RFP DOCUMENT NUMBER RFP 2023-001

"Jail Security Camera Upgrade Project"

A. This Addendum shall be considered part of the RFP documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence. **RESPONDENTS MUST SIGN THE ADDENDUM AND SUBMIT IT WITH THEIR BIDS/PROPOSALS.**

B. Respondent are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the original RFP document remains unchanged. The RFP documents are modified and/or clarified, as follows:

- **The pre-proposal sign in sheet has been added under the Attachments tab.**
- **Drawings and pictures have been added under the Attachments tab.**

Exhibit "B"

Addendum No. 3 - Page 2 of 2

RESPONDENT MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE PROPOSAL FORM(S):

Company Name

Contact Person

Signature

Fermin Flores

Date

THIS CONCLUDES ADDENDUM NO. 1 IN ITS ENTIRETY.

This Addendum is being transmitted electronically via our E-Bid site @ <https://webbcountyebid.ionwave.net/Login.aspx> . If you have any questions, please direct them to; Juan Guerrero Jr. (956) 523-4149 or email at juguerrero@webbcountvtx.gov .

Attached is the picture where the surveillance cameras equipment will be stationed. ****An enclosed rack is needed.****

Also attached are the Analog and IP cameras we currently have and the Rack dimensions are 15x24x18

Camera count:

1st Floor: 105 cameras including 10 exteriors

2nd Floor: 45 cameras

3rd Floor: 50 cameras

4th Floor: 45 cameras

Tunnel: 8 cameras

Same distance for 2nd, 3rd and 4th floors

Floor office to East Point: 125 ft.

Floor Office to West Point: 110 ft.

Floor Office to North: 50 ft.

Floor Office to South: 50 ft.



Exhibit "B"

Exhibit "B"

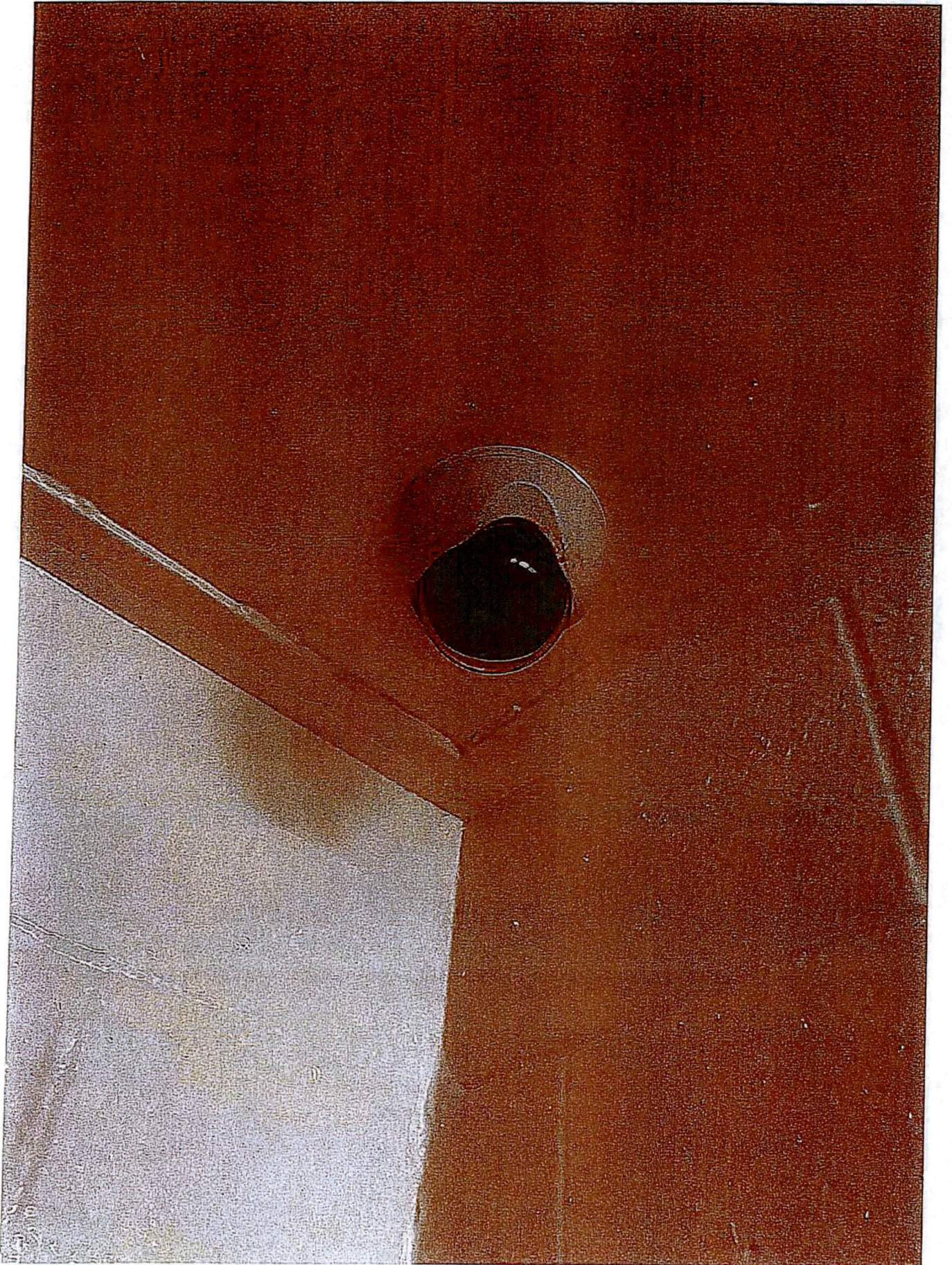




Exhibit "B"



Exhibit "B"



Exhibit "B"

Exhibit "B"

County of Webb

ADDENDUM No. 4 TO THE RFP DOCUMENTS

Addendum Date: December 2, 2022

RFP DOCUMENT NUMBER RFP 2023-001

"Jail Security Camera Upgrade Project"

A. This Addendum shall be considered part of the RFP documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence. **RESPONDENTS MUST SIGN THE ADDENDUM AND SUBMIT IT WITH THEIR BIDS/PROPOSALS.**

B. Respondent are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the original RFP document remains unchanged. The RFP documents are modified and/or clarified, as follows:

- **The deadline to submit proposals has been extended from December 8, 2022 to Thursday December 22, 2022 at 10 am.**

Exhibit "B"

Addendum No. 4 - Page 2 of 2

**RESPONDENT MUST ACKNOWLEDGE THIS ADDENDUM BY
SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO
THE PROPOSAL FORM(S):**

Company Name

Contact Person

Signature

Fermin Flores

Date

THIS CONCLUDES ADDENDUM NO. 4 IN ITS ENTIRETY.

This Addendum is being transmitted electronically via our E-Bid site @
<https://webbcountyebid.ionwave.net/Login.aspx>. If you have any questions, please direct them
to; Juan Guerrero Jr. (956) 523-4149 or email at juguerrero@webbcountvtx.gov.

Exhibit "B"

County of Webb

ADDENDUM No. 5 TO THE RFP DOCUMENTS

Addendum Date: December 15, 2022

RFP DOCUMENT NUMBER RFP 2023-001

"Jail Security Camera Upgrade Project"

A. This Addendum shall be considered part of the RFP documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence. **RESPONDENTS MUST SIGN THE ADDENDUM AND SUBMIT IT WITH THEIR BIDS/PROPOSALS.**

B. Respondent are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the original RFP document remains unchanged. The RFP documents are modified and/or clarified, as follows:

- **The deadline to submit proposals has been extended from December 22, 2022 to Friday January 6, 2023 at 10 am.**
- **A walkthrough has been scheduled for Monday December 19. Please call Juan Guerrero at (956) 523-4149 or Cesar Guerra at (956) 523-4125 to schedule. The times available are 9 am, 11 am, 2 pm, 3 pm. Only 2 representatives per company are permitted. Background checks will be done for attendees. Scheduling will be done on a first call, first serve basis.**

**Location: Webb County Jail
1001 Washington St.
Laredo, TX 78040**

Exhibit "B"

Addendum No. 5 - Page 2 of 2

**RESPONDENT MUST ACKNOWLEDGE THIS ADDENDUM BY
SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO
THE PROPOSAL FORM(S):**

Company Name

Contact Person

Signature

Fermin Flores

Date

THIS CONCLUDES ADDENDUM NO. 5 IN ITS ENTIRETY.

This Addendum is being transmitted electronically via our E-Bid site @ <https://webbcountyebid.ionwave.net/Login.aspx>. If you have any questions, please direct them to; Juan Guerrero Jr. (956) 523-4149 or email at juguerrero@webbcountvtx.gov.

EXHIBIT "C"
(Insurances-To be Provided by Contractor)

EXHIBIT "D"



WEBB COUNTY'S OFFICIAL NOTICE TO PROCEED

**"Webb County Jail Security Upgrade Project"
(Webb County R.F.P. #2023-001)**

[Insert Date]

Audio Dynamics, Inc., c/o
Mr. Fermin Flores, President
101 W. Hillside Road, Suite 11B
Laredo, Texas 78041
Ph. (956) 337-1951
E-Mail: fermin@audiodynamics.com

Re: "Official Notice to Proceed/Webb County Jail Security Upgrade Project, Webb County Request for Proposals (R.F.P. 2023-001)

Dear Mr. Funk:

Please consider this your Official Notice to Proceed w/construction from Webb County, Texas on the above-named project.

You are hereby authorized to commence to mobilize and store your equipment, supplies and project materials on site at the site as of _____ a.m. on (insert day), (insert month, day, 2023, and you firm is officially authorized to proceed with work for at the project sites on _____, _____, 2023, and **Project shall commence not later than (insert days) calendar days from said date.** Contract time shall begin to be counted on the start date.

The Work shall be completed within NINETY (90) CALENDAR DAYS from the commencement date, as specified in the contract documents, or liquidated damages shall accrue and be imposed on a per diem/daily basis each and every day thereafter.

The amount of this construction contract is **\$127,717.00**

The following instruments that are required under the construction contract have been delivered by Contractor to Webb County, Texas/Owner.

XX Worker's Comp. Insurance – (Yes) (No)

XX General Liability Insurance – (Yes) (No)

XX Automobile Insurance – (Yes) (No)

Exhibit "D"



WEBB COUNTY'S OFFICIAL NOTICE TO PROCEED

"Webb County Jail Security Upgrade Project"
(Webb County R.F.P. #2023-001)

Luis Perez-Garcia, P.E., Director
Webb County Engineering Dept.

Date: _____, __, 2023

I, Luis Perez-Garcia, P.E., the Webb County Engineer shall be your point of contact for Webb County for this project.

If you have any questions, please contact me at (956) 523-4054 or via e-mail at lperezgarcia@webbcountvtx.gov.

Sincerely,
Webb County Engineering Dept.

Luis Perez-Garcia, P.E.
Webb County Engineer
Dated: June 8th, 2021

Accepted and Received:
Audio Dynamics, Inc.

By: Fermin Flores
Fermin Flores, President
Dated: _____, __, 2023