

**Independent Contractor Agreement
Audio/Video Conferencing Technology Upgrades to
Child Support Court Room**

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

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 **Rhodes Research**, a sole proprietorship, (hereinafter "Contractor").

WHEREAS at the Webb County Commissioner's Court Meeting held on September 25, 2023, the Court, pursuant to Webb County's Request for Proposal (RFP) 2023-011 entitled "**Hybrid Audio/Video System for Child Support Court**" ("Project"), and Contractor's responsive bid proposal, attached hereto as **Exhibit "A"**, awarded this Project to Rhodes Research.

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 updates to the existing Audio/Video Conferencing Technology to the Child Support Courtroom in order for the court to better utilize and stream its video conferencing applications, and as further described and identified in Owner's Child Support Court Project labeled as **Exhibit "B"** which is incorporated and made part of this Contract.
2. **PREMISES DEFINED:** Webb County's Child Support Court is located at 1110 Washington Street, Laredo, Texas 78040.
3. **SCOPE OF WORK:** Contractor's Scope of Work for all the Child Support Court, 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. The Webb County Information Technology Department, through its Director, Rafael Peña will oversee all Work done by Contractor regarding these Projects.
4. **CONTRACT SUM:** In exchange for Contractor's performance of services under this Agreement, Owner shall pay Contractor the following amount(s): **FIFTY THOUSAND SIX HUNDRED SEVENTY DOLLARS (\$50,670.00) for Work pertaining to the Child Support Court.** Any and all payments/disbursements by Webb County shall be made payable to contractor based on a numbered and itemized payment application(s) for work completed for the project as agreed to and made by Contractor to Owner, which shall be approved by, **Rafael Peña, Webb County's Information Technology Director** after inspecting the

FILED 12/13/2023 @ 2:30pm
MARGIE RAMIREZ IBARRA
COUNTY CLERK, WEBB COUNTY, TEXAS
BY Michelle Galicia DEPUTY

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A/V Video Conferencing Upgrades Contract
Child Support Courtroom
Webb County, Owner – Rhodes Research, Contractor

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 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/or 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. **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.**
8. **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: Rhodes Research
 Attn: Stephenne Rhodes
 1983 Oxbow Court
 Las Cruces, New Mexico 88012
 Phone: (575) 523-9643
 E-Mail: stephenne@rhodesresearch.com

To Webb Information Dept.: Webb County, Texas
:
Attn: Rafael Peña
Webb County Information Technology Dept.
1110 Washington Street, Suite 304
Laredo, Texas 78040
(956) 523-4069
rpena@webbcountytexas.gov

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

9. **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 2023-011 “Hybrid Audio/Video System for Child Support Courtroom”**, together and including any and all addendums to the RFP 2023-011 attached hereto as **Exhibit “C,”** which is hereby incorporated herein by reference as fully written out as set forth and attached hereto for all intents and purposes.
10. **DATE OF CONTRACT COMMENCEMENT:** Contractor timeline to commence the Work on the Project shall be on the date of last signatory to the Contract.
11. **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 Webb County’s “Scope of Work” as set forth in **Exhibit “B”**, 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.
12. **DATE FOR FINAL COMPLETION/LIQUIDATED DAMAGES:** The date of final completion of this Project shall be **ONE HUNDRED FORTY (140) CALENDAR DAYS** after the date of contract execution.
13. 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.
14. Said Contractor further agrees to **CONTINUOUSLY PURSUE AND COMPLETE THE WORK** within **ONE HUNDRED FORTY (140) CALENDAR DAYS** from date of the last

signatory to the contract execution.

15. **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, which coverage shall include products/completed operations and a separate products/completed operation aggregate. There should be no XCU (Explosion, Collapse, and Underground) exclusion. Coverage must be written on an occurrence form, 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.

16. CONTRACTOR SHALL NOT PROCEED WITH ANY CONTRACT WORK 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 START OF ANY WORK BY CONTRACTOR. FAILURE OF CONTRACTOR TO PROVIDE SAID 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.

17. 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.

18. 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.

19. 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.

20. **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 all applicable Federal/State Codes, regulations, and laws.
21. **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.
22. **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.
23. **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.
24. **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.

25. **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.
26. **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** attached hereto as **Exhibit "A"**
 2. **Webb County's Scope of Work** attached hereto as **Exhibit "B"**
 3. **Request for Proposal (RFP) 2023-011** including all issued Addendums as **Exhibit "C"**
27. **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.
28. **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.
29. **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 **Mr. Rafael Peña, Director, Webb County Information Technology Department**, 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 **Mr. Rafael Peña, Director of Webb County Information Technology Department**, on behalf of Owner, the Webb County Information Technology Director shall then forward the approved request for the payment amount 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.
30. **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.


31. **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.
32. **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.
33. **TIME OF ESSENCE:** Time is of the essence of this Agreement and each and every covenant, condition, and provision herein contained.
34. **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.

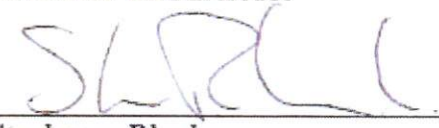
IN WITNESS WHEREOF, the parties aforesaid have duly executed the foregoing instrument, or caused the same to be executed in duplicate originals on the dates set forth below.

WEBB COUNTY


 Tano E. Tijerina
 Webb County Judge

Date: 12 13, 2023

CONTRACTOR:
 RHODES RESEARCH


 Stephenne Rhodes
 Title: _____

Date: 12/6, 2023



ATTESTED:

Margie Ramirez-Ibarra

Margie Ramirez-Ibarra
Webb County Clerk

*APPROVED AS TO FORM:

Fortunato G. Paredes

Fortunato G. Paredes
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"

Hybrid Audio Video System for Child Support Court

RFP 2023-011

Please find attached our quotations in response to the above RFP.

Given the supply chain problems that continue to dog our industry at the moment we cannot offer our normal delivery times. Although the situation seems to be improving in some sectors until orders are placed uncertainty remains; even firm delivery dates are still not being honored.

Company Details

DUNS : 051041670

CAGE : 7P5D3

SIZE : Small Business

Address: 1983 Oxbow CT, Las Cruces, NM 88012

Phone: 575 201 3241

Base System

Item	Qty	Description	Price EA	Total
0001	1 LOT	Supply and install systems described in attached technical proposal	\$50,670.00	\$50,670.00
TOTAL				\$50,670.00

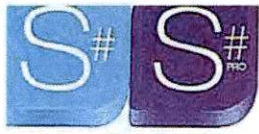


EXHIBIT "A"

Hybrid Audio Video System for Child Support Court

RFP 2023-011

We are pleased to provide this proposal to provide the latest technology to refresh the AV system in the Webb County Child Support Court. Given that much of the existing equipment is very old and incompatible with modern practice we are proposing a solution replacing all the main control, audio and video distribution equipment with new with a five year warranty.

Company credentials

Rhodes Research, based in Las Cruces NM, is a certified dealer for Crestron with staff certified to install and program these systems. Rhodes Research is proud to have been the first company to have staff fully certified by Crestron to design and deliver Simpl# Programs. Details of similar recent Government contracts are attached at the end. The company is a certified dealer for all the equipment offered.

Approach

The proposed solution is fully netcentric with full use being made of a variety of network protocols including JP2000, and Dante/AES67. The system offered is basically identical for all rooms with software defined configuration to customize it for the specific characteristics of each. Block diagrams of the hardware installation for each room are appended. Particular features of the system offered are:

- Touch Panel with all volume controls on one screen along with real time VU meters.
- Integrated two way speech translation.
- Low power - typically 100W (excluding flat screen monitors and normal speech level)
- Open source programming
- Small footprint - only needs 3U rack space

System Description

A block diagram for the room is appended below showing the main modules and how they are connected; it operates as a stand-alone network with its own switch.

Video Transport

The system offered relies heavily on the Crestron NVX audio and video distribution technology. The family of devices chosen, uses JPG2000 encoding for video with resolutions up to 1080p 4:4:4 and AES67 for the audio over standard Gigabit Ethernet. It will be seen in the diagrams that Crestron DM-NVX-D10 decoders and DM-NVX-E10 encoders are used to variously collect and distribute the video traffic. Signals can be routed from any encoder to any number of decoders.

We recommend Netgear AVLine switches for this type of system as they are easy to manage and properly segregate the different types of traffic. The switch we are proposing the Netgear M4250-26G4F-PoE+ also provides POE power to all the devices.

Monitors

Two Samsung QE85T commercial grade 85" monitors will be installed using the new Crimson RSA90 articulating mounts. Five LG 22BL450Y-B 22" monitors are also to be installed in the defined locations using the Ergotron LX desk monitor arm. All monitors are fed video from Crestron DM-NVX-D10 decoders.

Document Camera

As far as we are aware the brand of document camera mentioned in the RFP is no longer available. Instead we are proposing to provide the Epson DC-13. This can provide a full HD image which is encoded using a Crestron DM-NVX-E10 and can be routed to any display (or VTC) like all other sources.

Microphones

The system is designed to accommodate two classes of microphones, any combination of which are to be installed depending upon the particular requirements of a room.

- **Wired Microphones:** Up to ten phantom powered condenser microphones using an XLR connector can be accommodated¹ although, as specified, no room will require than eight; there is thus some room for expansion. Six Shure MX412/C gooseneck microphones will be installed.

¹ The DSP offered has 12 analog inputs but two are needed to support the translator buds.

- **Wireless Microphones:** It is proposed to use the Shure MXW range of wireless microphones which use DECT wireless transport. Four beltpack (MXW1/O) with Lavalier (WL185) microphones and two handheld (MXW2) transmitters are offered. These communicate to the system using a transceiver (MXWAPT8) in the ceiling which transports the signals in a Dante stream to the DSP (described below). When not in use the microphones sit in a networked charging station (MXWNCS8) which reports the charge state of the microphones to the control system. A single wireless boundary microphone (MXW6) is provided for the judge to speak directly to the court reporter without being overheard.

Translator Buds

Translator buds are in-ear speakers/microphones connected via an application to a centralized AI interpretation system. A spoken sentence in one language is digitized and sent to the machine interpreter and after a short delay returned as a spoken sentence in the target language which then can be heard on the earbuds. The system is naturally one sentence behind so some discipline is needed to prevent confusion.

The prime market for these is a personal device for travelers and thus the focus is on inconspicuous in-ear transducers linked to a smart phone app, which in turn connects to the Internet using WiFi or the local cellular network. When this technology is deployed in the courtroom the emphasis is rather different as mobility is not required or even desirable.

- Standard earbuds are designed as personal items and sharing them is likely to be unpopular
- A smart phone, the typical target for the apps, is not designed to be integrated into other systems.

Our solution to the first point is to offer the Waverly Labs Ambassador translation system which uses an over-the-ear form factor for hygienic sharing. The number of languages supported by this system is rather more limited than many others² but it is believed this will cover the majority of those likely to be encountered in the Webb County courts. The Ambassador system can accommodate up to four pairs of buds on a single app, although only one per courtroom is included in this offer.

The majority of these personal translation systems use an app running on IOS or Android. As part of our system we will be deploying an Android platform (Minix X35) which will host the WaverlyLabs app communicating with the earbuds using Bluetooth. This platform is hardwired and powered from the the AV network, where its primary function is to drive the touch screen (see below); this network is not intended to have access to the Internet. However, the unit also has WiFi built in and it is planned to use the court's wireless system to reach the Internet and thence the language translator server.

² 20 languages and 42 dialects: English, French, German, Italian, Portuguese, Spanish, Arabic, Greek, Russian, Hindi, Turkish, Polish, Chinese Mandarin, Japanese, Korean, Cantonese, Hebrew, Thai, Vietnamese and Dutch.

To integrate this into the system the audio ports on the platform are connected to the system DSP (see below) allowing the audio input from selected microphones and the user's response collected for replay on the room loudspeakers and the court reporter's console. The audio output could be used in a teleconference (see below) although careful management will be needed to accommodate the delays.

Audio Signal processing

A Biamp TesiraForte DAN CI Digital signal processor (DSP) is provided to collect all microphone audio, variously ceiling arrays (using Dante), wireless devices (using DECT) or phantom powered condenser microphones. It also feeds a Crestron X300 amplifier driving 11 Sars ICT5T-22 tile replacement loudspeakers collecting AES67/Dante audio from the network—a mix of the microphone inputs and any audio emanating from a selected computer; ducking can be applied if needed. The DSP uses the loudspeaker audio as a reference to apply Automatic Echo Compensation (AEC) to the microphone signals used in a video teleconferencing session to prevent far end feedback. Note this only applies to fixed microphones, not roaming wireless units which are only intended for local speech reinforcement.

The DSP will also provide an audio output for the court reporter using a RDL DS-SH1 headphone amplifier with local volume control. The signals contributing to this output can be set separately from those feeding the loudspeakers including that from the judge's boundary microphone.

Touch Panel

In a system such as this with numerous audio signals it is highly desirable to have a user interface that simultaneously shows all the audio sources, displays their signal level (VU) in real time and allows accurate adjustment of each gain. To that end we are proposing to install a 21" 16x9 touch screen mounted in a convenient position. This will allow a full mixer interface to be provided (inputs and output level to 1dB accuracy, along with mute and VU meter). In addition the other control functions such as video routing will also be available on the same panel. This monitor can also be used to preview the outgoing VTC image.

The panel we intend to use is the TSI Touch TSI21PDAAVAZZZZ touch screen. This commercial grade unit uses a sealed PCAP touch interface so it can be easily wiped clean. It is driven from a VESA mounted Android processor (the same one as used for the translations buds). The UI uses web technologies programmed in SCSS and TypeScript and communicates with the processor over the network using web sockets.

Video Teleconferencing

The RFP suggests that the court would like to have an OWL camera system to provide VTC video. These cameras provide video using USB along with UVC control. It also has a WIFI interface which can be used to download updates.

The OWL unit also has built-in microphones and speakers which interchange audio using the USB channel. If desired the OWL can be used standalone without using any of the room's resources but otherwise it has to be treated as a simple video source without audio. An Inogeni CAM230 multi camera switcher is used to switch between this USB input and a Crestron DM-NVX-D10 connected the HDMI port. The DM-NVX-D10 can collect video from any of the sources (PCs, laptops or document camera) and insert a mixed audio signal from selected microphones. The switcher can then be commanded to route either of these video signals to a USB input on the PC along with the audio signal.

The switcher has an HDMI output which mirrors the USB signal which can be used for a preview either on the Touch Panel or another monitor. There is also a second USB port which can be used for another UVC camera.

The output from the PC is encoded using a Crestron DM-NVX-E10 so the video can be routed the room monitors; the audio is routed to the DSP using a AES67 stream for playing over the speakers.

The CAM230 is managed by the control system and can be used to control the PTZ settings.

System Control

All of the components in the system are managed from a central Linux based server. A feature of the Crestron NVX range is that as well as supporting the proprietary CIP control format they also provide an open REST-API using web sockets. This is much faster and potentially more resilient. Similarly the DSP uses an open SSH control format. The touch panel communicates with the control system using web sockets and is programmed using SCSS and TypeScript. There is thus no proprietary or licensed software required so maintenance can be carried out by any properly trained software engineer.

Availability

Although designed to run 24/7 the system can be safely powered off when not in use to save power. It will take about five minutes to restart; as all the critical items draw power from the network switch this has to complete its boot cycle before the other units can start.

EXHIBIT "A"

Installation

There will no attempt to reuse any of the existing rack equipment unless specially requested so it will be stripped out and turned over for disposal. We will only need 3U of rack space (the DSP and network switch) so perhaps something smaller than the existing rack should be considered. No cooling is required as the overall power consumption is less than 100W.

Otherwise we expect to be able to leverage much of the existing cabling but any that is damaged will be replaced as needed.

The RFP gives no guidance on the need for power conditioning or UPS backup so nothing is offered. After a power outage the system will automatically recover and be fully operational in four to five minutes.



EXHIBIT "A"

Block Diagram

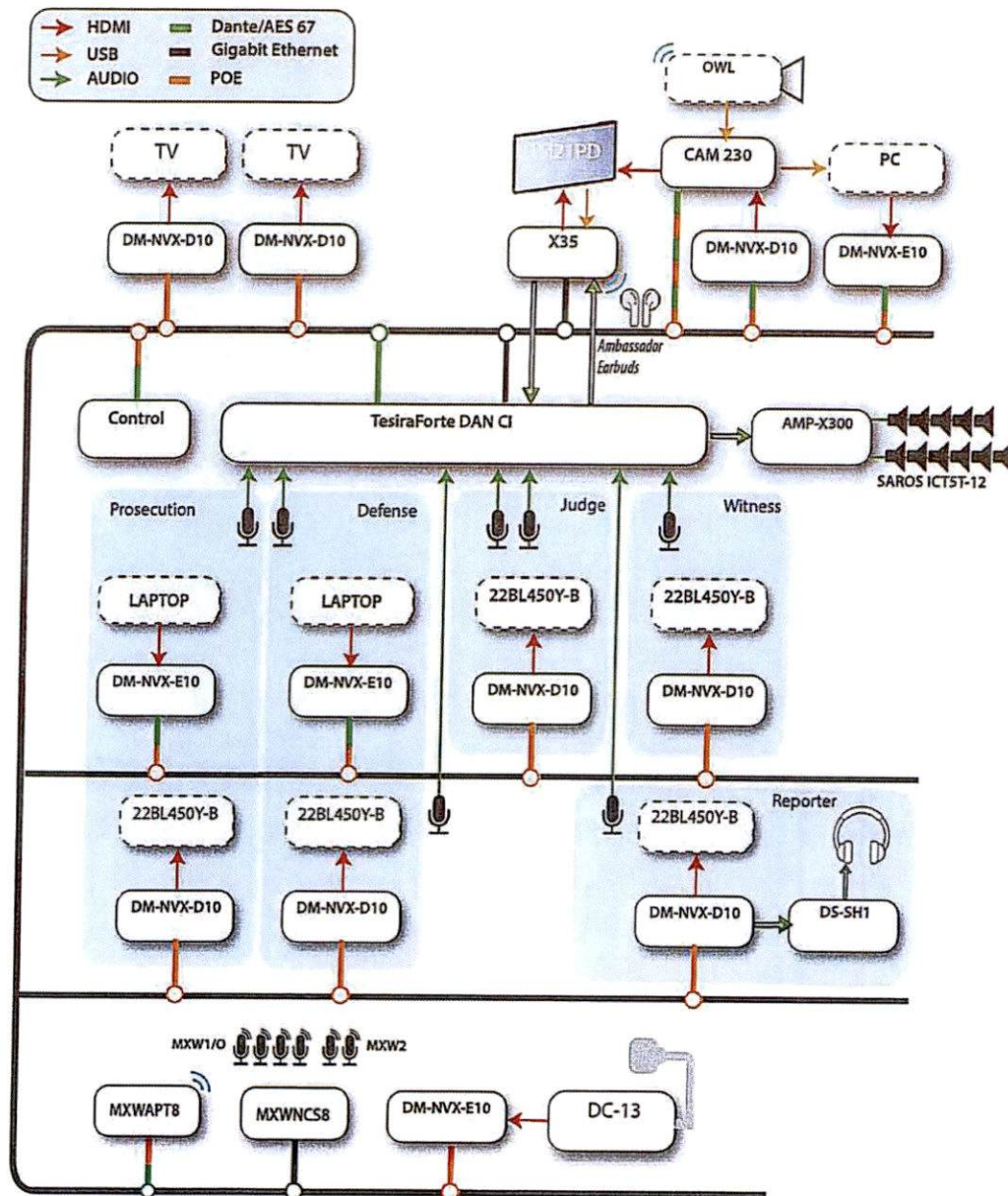




EXHIBIT "A"

Warranty and Maintenance

Manufacturer's warranty

All the major hardware components come with a five year manufacture's warranty with the exception of the network switches which enjoys lifetime cover.

We warrant our software and installation for one year after acceptance..

Maintenance and Service

No regular maintenance is needed and there is no need to frequently revise firmware builds if no problems are being encountered. Training is available to equip court staff with the basic knowledge of how the various parts function and simple test strategies.



EXHIBIT "A"

Equipment List

The list of major items to be installed is shown in the following table. Small items and cabling will be provided as needed.

Item No	Description	Part No	Manufacturer	QTY
0001	Digital Signal Processor	DAN-CI	Biamp	1
0002	Decoder	DM-NVX-D10	Crestron	8
0003	Encoder	DM-NVX-E10	Crestron	4
0004	Amplifier	AMP-X300	Crestron	1
0005	Headphone amp	DS-SH1	RDL	1
0006	Wireless Transceiver	MXWAPT8--Z10	Shure	1
0007	8port Charging Station	MXWNCS8	Shure	1
0008	Beltpack Microphone	MXW1/O--Z10	Shure	4
0009	Lavelier Microphone	WL185	Shure	4
0010	Handheld Microphone	MXW2/SM58--Z10	Shure	2
0011	Monitor	TSI21PDAAVAZZZ	TSI Touch	1
0012	Android Processor	X35	Minix	1
0013	Control Processor	RR-Proc		1
0014	Camera Switcher	CAM230	Inogeni	1
0015	Network Switch.	M4250-26G4F-PoE+	Netgear	1
0016	Translator Buds	Ambassador	Waverly Labs	1
0017	Document Camera	DC-13	Epson	1
0018	85" TV	QE85T	Samsung	2
0019	Articulating mount	RSA90	CrimsonAV	2
0020	Camera	OWL Conference	OWL	1
0021	22" Monitor	22BL450Y-B	LG	5
0022	Desk monitor arm	LX	Ergotron	5
0023	Boundary Microphone	MXW6/C--Z10	Shure	1
0024	Gooseneck Microphone	MX412/C	Shure	6
0025	Ceiling speakers	SAROS ICT5T-12	Crestron	11



EXHIBIT "B"

CHILD SUPPORT COURT

Court Diagram W/ comments

[Abstract](#)

Proposed project that will add needed technology to the court room.

Daniel A. Pomar
dpomar@webbcountytx.gov

EXHIBIT "B"

Overview

The objective of this project is to update existing technology in the courtroom. This implementation will allow the court to stream on video conferencing applications and amend any small technology issues the court may have.

Current technology in the court is outdated and non-functioning. The problems this causes are as follows:

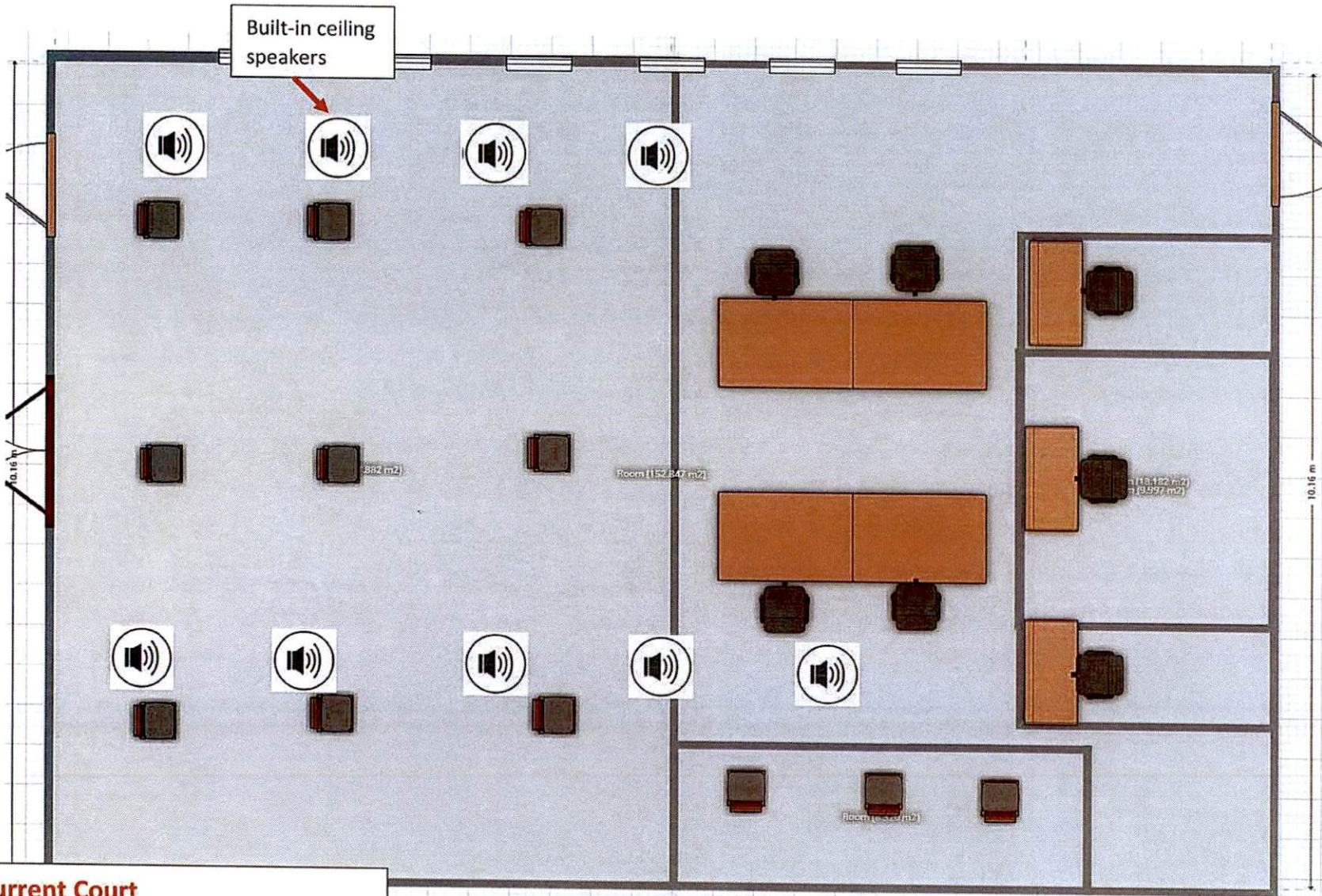
- The court lacks a proper amplification system which leads to parties having to repeat themselves and or court reporters failing to correctly transcribe. Current Microphone system is non-functioning due to static issue.
- When needed, documentation/evidence cannot be presented in a timely fashion to all parties more-so when hybrid court is proceeding. This leads to longer court sessions.
- Hybrid Sessions are only possible by using multiple phone and computer set-ups in a non-efficient manner.
- Lack of TV/Monitor displays in the courtroom make it impossible for Counsel/ Jury to view documentation/evidence.

To resolve the issues we are seeking a proposals for the following:

- Installation of a proper microphone/speaker system that works with Hybrid court proceedings.
- Presentation system that will display on multiple TVs/Monitors in the courtroom. This will show all documentation and evidence across all screens and in video conferencing applications.
- Streamline internet based video conferencing sessions so all attendants are able to hear/view all aspects of the proceedings.

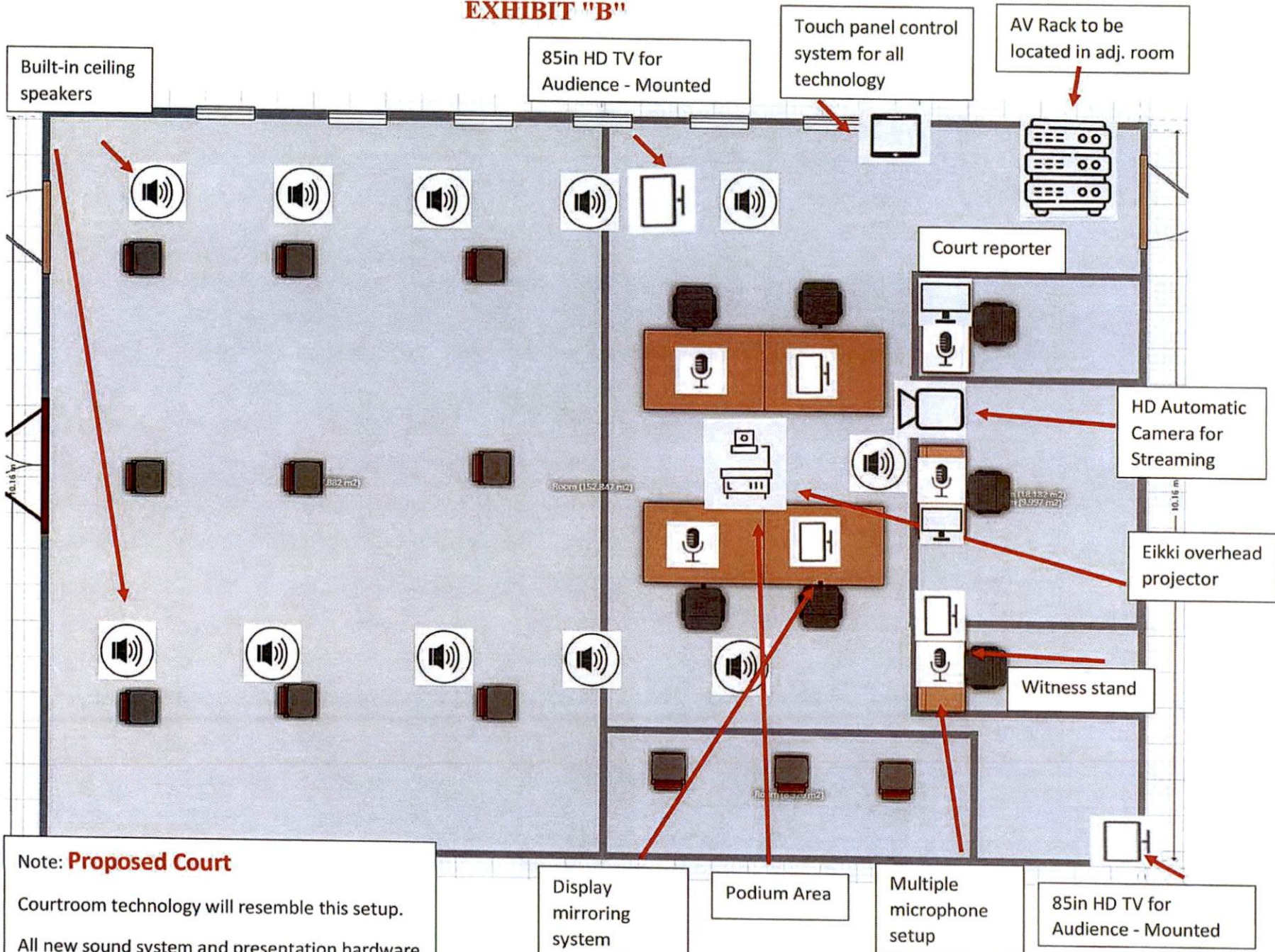
The results we expect to see are faster proceedings and better overall experience for all those involved.

EXHIBIT "B"



Note: **Current Court**
Courtroom has ceiling non-functioning speakers only, will need a full system. All devices lead to AV rack in adjacent room. See attached pictures for cable connections.

EXHIBIT "B"



Note: Proposed Court
Courtroom technology will resemble this setup.
All new sound system and presentation hardware layout may change.

EXHIBIT "B"

Work needed

This project will require the following;

Implementation of a video system capable of displaying on multiple screens

- Video input connections required at both counsel tables, floor and podium. These input will be used to connect laptops and the Document projector. The input must be in HDMI format. These connections must be able to transmit both video and audio to the system which can then mirror across multiple displays and pass-through to video conferencing apps. Audio replay needs to be outputted via ceiling speakers and pass-through to video conferencing apps.
- Displays must be included (2X 85in TV and 5X 22in monitors W mounting hardware)

Full microphone and amplification system which includes wireless and tabletop microphones

- This includes speakers, amplification hardware, wireless lapel mics, wireless handheld and goose neck microphones.
 - XLR connections will be required at counsel tables(1ea table), Judges bench(1), witness stand(1), court reporter stand(1) and floor/podium(1)
 - 6 Goose neck microphones will be needed
 - 2 full size Wireless mics with hardware will be needed
 - 4 lapel mics with hardware will be needed
 - 11 Speakers and amplification will be needed. These speakers will replace existing speaker placement.
 - Translator Buds with hardware will be needed
- A Boundary mic, on the judge's bench, will be required to be heard only by the court reporter. This microphone is to only be outputted to the court reporter and not to video conferencing apps.
- Audio Gain hardware W/ Headphone jack will be required to be installed on the court reporter stand. This gain hardware is to control audio levels for all the mics that is outputted to the court reporter headphones.

HD camera for video conferencing applications

- A HD camera will be needed for video conferencing. OWL camera is preferred

Document projector

- Document projector will need to integrate into system and feed output into video conferencing apps. Eikki brand is preferred

EXHIBIT "B"

Full system video conferencing application integration

- Current AV system is not capable of feeding to an online video conferencing app. All audio & video input devices must be capable of streaming on the video conferencing sessions. A hardware solution that can send the local AV to video conference application is needed.
- System must allow Laptops to be connected via HDMI input. This input allows video and audio to play over the local system. This too must be able to stream to the video conferencing session.

Floor accessible system inputs

- 3 floor receptacle must be included in estimate for video and audio – 1 receptacles for each counsel tables and 1 for the podium when used. Conduit installation will be done by Webb County Building Maintenance, cable throws will be needed.

Creston touch panel control system

- A Creston touch panel is being requested for the system. This panel must be able to control all Audio input levels and Video input source. This panel must be wall mounted.

EXHIBIT "B"

Connections Needed

Counsel Tables

The connections need are as follows:

1X (Per Table) XLR Connections – for Microphone

1X (Per Table) HDMI Video input – Connects to laptop to be mirrored on all other displays in the

1X (Per Table) HDMI Video output – Connects to Display on table and receives the output

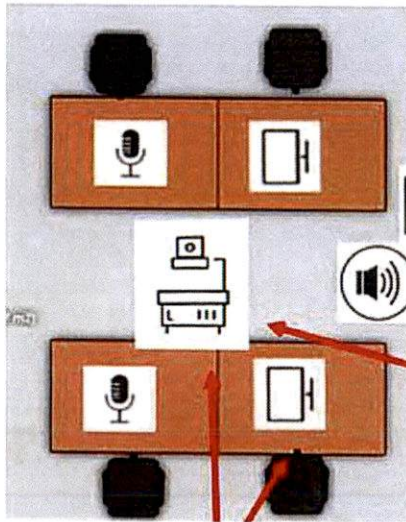


EXHIBIT "B"

Connections Needed

Podium area

The connections need are as follows:

1X (On Podium) XLR Connections – for Microphone

1X (On Podium) HDMI Video input – Connects to document projector to be mirrored on all other displays in the

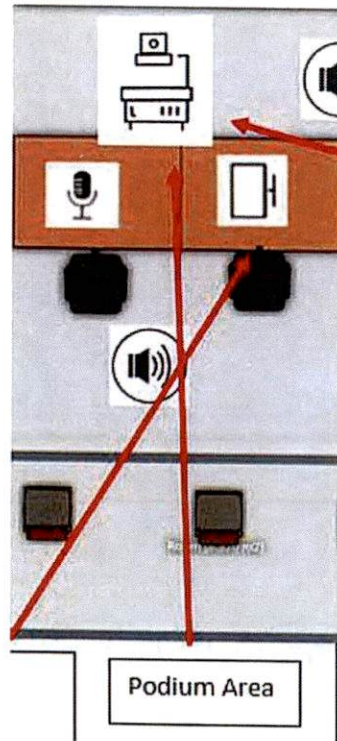


EXHIBIT "B"

Connections Needed

Judges Bench, Court reporter & Witness Area

Judges Bench

The connections need are as follows:

- 1X - XLR Connections – for Microphone
- 1X – XLR Connection – For Court Reporter boundary microphone
- 1X - HDMI Video output – Connects to Display on table and receives the output

Court Reporter

The connections need are as follows:

- 1X - XLR Connections – for Microphone
- 1X - HDMI Video output – Connects to Display on table and receives the output
- 1X – Court reporter system audio connection – this will allow the user to connect headphones and monitor system audio.
- 1X – Court Reporter System audio gain – controls audio level to court reporter headphones only.
- 1X – System Audio & Video output – This connection will lead to a computer (provided by Webb County IT) which will feed all system AV to internet based video conferencing.

Witness Area

The connections need are as follows:

- 1X - XLR Connections – for Microphone
- 1X - HDMI Video output – Connects to Display on table and receives the output

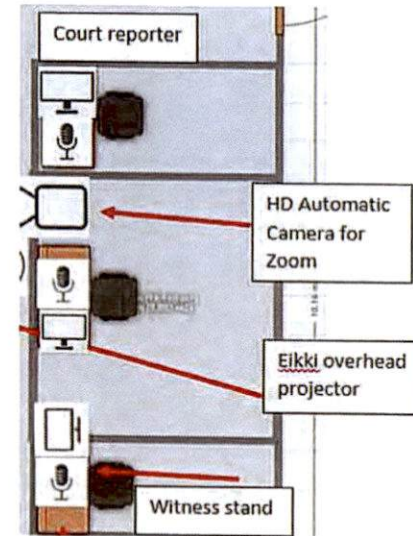


EXHIBIT "B"

Connections Needed

TV Area

The connections need are as follows:

- 2X - HDMI Video output – Connects to Display on table and receives the output

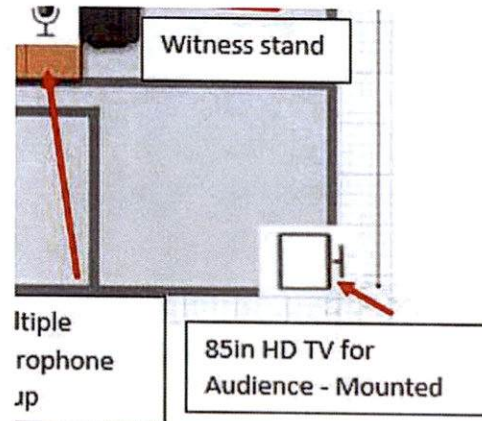
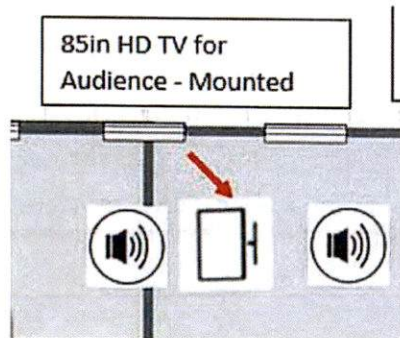


EXHIBIT "B"

Preferred Equipment Brands

Equipment may include but not limited to:

Amplifiers

- TOA Electronics
- DBX Pro

Microphones

- Shure

Touch Panel Technology

- Creston

Displays

- Samsung

Receiver/Transceiver

- Wyre Storm

EXHIBIT "B"



Judges Bench

EXHIBIT "B"



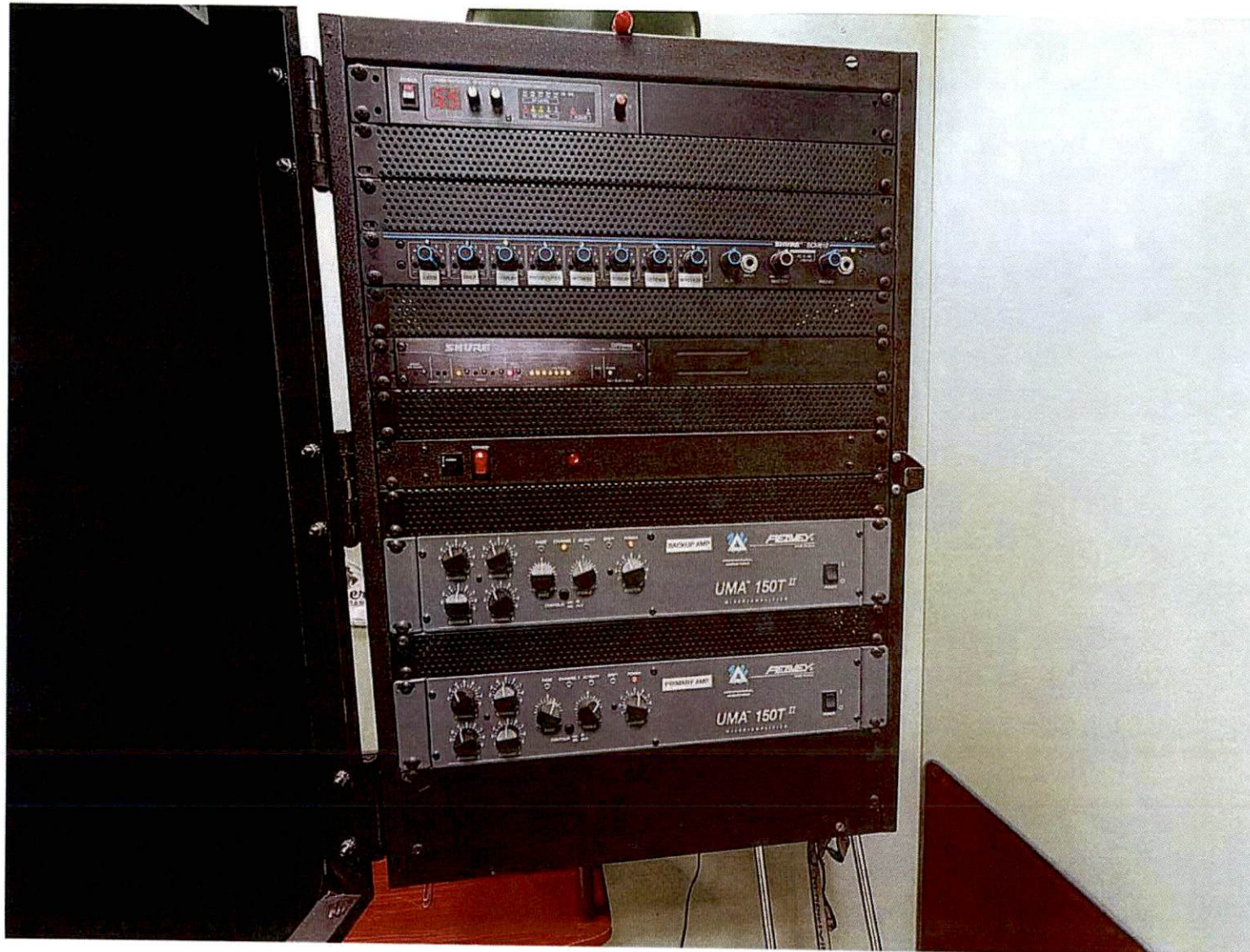
Judges bench to end of court room

EXHIBIT "B"



Attorney's table

EXHIBIT "B"



AV Rack

Exhibit "C"

Request for Proposals (RFP) RFP 2023-011

"Hybrid Audio/Video System for Child Support Court"

Due: August 11, 2023 at/or before 4 pm (CT)

Webb County is soliciting Requests for Proposals for hybrid integration systems of the Webb County Child Support Court audio, video and broadcasting equipment. This document outlines the requirements, selection process and documentation necessary to submit a formal proposal in response to this RFP. **This solicitation will comply with the Texas Local Government Code; Section 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 4 p.m. (Central Time) on, August 11, 2023. 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.ionwave.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 "C"

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 2023-011

"Hybrid Audio/Video System for Child Support Court"

- 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
- Proof of No Delinquent Tax Owed to Webb County
- Insurance Requirements

Signature of Person Completing this Package

Date

Exhibit "C"

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Section 1. Introduction to Offerors

This RFP solicitation is a public invitation to all parties interested in submitting a formal proposal 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 proposal; *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.

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.

Exhibit "C"

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.

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>

NOTE: All interested vendors must be registered in SAM.gov. The registration process will take 30-40minutes. After registering, the time to become active in SAM.gov takes 7-10 days. If submitting a proposal and you are not registered in SAM.gov, please register ASAP so that your active registration can be submitted with your proposal.

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

Exhibit "C"

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

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**

Exhibit "C"

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 juaguerrero@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.**

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 Award

Webb County will award the services requested to the highest-ranking respondent based on the published weighted criterion and Respondents will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submission and before award for the purpose of obtaining best and final offers, if requested by the Webb County Purchasing Agent on behalf of Webb County. After official award by Commissioner Court all formal submittals in response to this RFP will become public record. Awarded Respondent's proposal will be published on Webb County's e-bid site along with the proposal tabulations.

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.

Exhibit "C"

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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.

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.

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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.

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Exhibit "C"

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:

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, and 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.
4. Primary and non-contributory additional insured in favor of Webb County is required for both the general liability and automobile liability policies.
5. A Waiver of Subrogation in favor of Webb County is required on the general liability, automobile liability and workers' compensation policies.

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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.

Exhibit "C"

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.webbcountytexas.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 statement of qualifications 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/statement of qualifications 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/statement of qualifications 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.

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).

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Exhibit "C"

1.41 RFP Schedule of Events

Activity	Time	Date	Responsible Party
Public Notice/Newspaper	n/a	July 23 rd , July 30 th	County Purchasing Office
Posted RFP on Website	n/a	July 21 st - Until awarded	County Purchasing Office
Pre-Proposal Meeting	9 am	Aug 2 nd	County Purchasing Office
Questions Due to County	No later than 5pm	Aug. 2 nd	Respondent
Posting of Answers	No later than 5pm	Aug. 4 th	County Purchasing Office
Sealed Proposals Due	4 pm (CT)	Aug. 11 th	Respondent
Evaluation of Proposals	TBD	Aug. 11 th – Aug. 15 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 for Wednesday August 2, 2023 @ 9 am at the following location.

***Webb County Justice Center 2nd Floor
1110 Victoria St.
Laredo, TX 78040***

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

The Following Federal provisions are applicable to this solicitation; 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 "C"

(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 sub recipient 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 sub recipient 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 sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Exhibit "C"

(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 government wide 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 sub recipients 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.

Exhibit "C"

(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 sub awards 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. Response Format

3.1 Introduction

Each PROPOSAL submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the PROPOSAL. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the PROPOSAL. All pages of the PROPOSAL must be numbered and the PROPOSAL must contain an organized, paginated table of contents corresponding to the sections and pages of the PROPOSAL.

Exhibit "C"

3.2 Proposal Contents Requirements

Each PROPOSAL must be organized in the manner described below.

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Experience with Hybrid Audio/Video & Broadcasting Equipment
- e. Personnel Qualifications
- f. Price Proposal
- g. References and Projects
- h. Other information that may be helpful in the evaluation

4. Background

The objective of this solicitation is to update existing technology in the Webb County Courtrooms. This implementation will allow the court to stream on video conferencing applications and amend any small technology issues the court may have.

5. Scope of Services

Webb County is soliciting Requests for Proposals for hybrid integration systems of the Webb County Child Support Court, to include, audio, video and broadcasting equipment.

The attached "Exhibit A - Child Support Court" details the overview, work needed, as well as pictures of current equipment for each courtroom.

Location of Project:

**Webb County Justice Center 2nd Floor
1110 Victoria St.
Laredo, TX 78040**

This Request for Proposal provides interested Offerors a preliminary scope of services only, Offerors are encouraged to attend the pre-proposal meeting to obtain more information and review the records to be included with scope of work (*See RFP schedule section 1.41*).

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 or to request revisions from all Offerors after formal submittals but prior to Award to obtain Best and Final Offer (See following applicable sections: §1.19 Award, and §1.22 Contractual Development.*

6. 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).

6.1 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 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.

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Exhibit "C"

7. PROPOSAL Evaluation and Selection Process

7.1 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.

7.2 PROPOSAL Evaluation Committee

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

- 1) Leroy Medford, Executive Administrator to Commissioners Court
- 2) Sergio Ramirez, Webb County Treasurer's Office
- 3) Andres Garcia, Public Information Office
- 4) Daniel A. Pomar, Information Technology

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.

7.3 Evaluation Criteria and Selection

a. Audio/Video Equipment & Hybrid Integration Experience – 30 points

Indicate the date your firm was established. Describe the products and services provided by your firm. Describe your firms' specialty and/or area(s) of expertise. The response should identify the length of time that the firm has provided the requested and/or similar services requested by this RFP. More specifically expertise and experience in providing services related to the scope of services described in this Request for Proposal.

Offerors must provide the following identifying information:

- 1) Name and address of business entity submitting the proposal;
- 2) Type of business entity (i.e., corporation, partnership);
- 3) Place of incorporation, if applicable;
- 4) Name and location of major offices and other facilities that relate to the Offeror's performance under the terms of this RFP;

Exhibit "C"

- 5) Name, address, business and fax number of the Offeror's principal contact person regarding all contractual matters relating to this RFP;
- 6) Full name and business address for each member, partner, and employee of the Offeror (and any sub-offerors) who will perform services on this project; and
- 7) A statement regarding the financial stability of the Offeror, including the ability of the Offeror to perform the functions required by this RFP and to provide those services represented by the Offeror in its response.

b. Personnel Qualifications – 30 points

- 1) If selected, identify the team that would be assigned to Webb County throughout the term of these awarded services.
- 2) List individual resumes with title, educational background and experience of each staff member that would be assigned to this project.
- 3) The Offeror must briefly state why it believes its PROPOSAL best meets the County's needs and RFP requirements, and the Offeror also must concisely describe any additional features, aspects, or advantages of its experience in any relevant area not covered elsewhere in this RFP.

c. Price Proposal – 25 points

- 1) Refer to Section Five (5) Scope of Services. Failure to submit a price proposal will disqualify Offeror.
- 2) Offerors will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submission and before award for the purpose of obtaining best and final offers.

d. References and Projects – 15 points

- 3) List at minimum five (5) prior clients where your Company has provided Audio/Video upgrades and other related services for public entities similar in size and scope.
- 4) Provide Name of Client, address, Client direct contact person name and title, his/her email address and direct phone number. This contact person must have direct knowledge of your firm's services / performance. Include name of each project and project budget and date completed.

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.

Exhibit "C"

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 to include any best and final offers requested, if any.

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 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.