

PANOLA COUNTY, TEXAS
110 SOUTH SYCAMORE, ROOM 201
CARTHAGE, TEXAS 75633

CHANGE ORDER AND AMENDMENT

August 24, 2015

BIS Digital, Inc.
1350 NE 56th Street, Suite 300
Ft. Lauderdale, FL 33334
Attn. Jack Farguson

RE: Contract for Courtroom Technology Upgrades (the "Contract")

Dear Mr. Farguson:

Effective June 17, 2015, BIS Digital, Inc. ("BIS") and Panola County, Texas (the "County") entered into the Contract for courtroom technology upgrades (the "Project"). The Contract is attached hereto as Attachment 1. The Contract includes, among other provisions, terms and conditions included in that Request for Proposal dated February 23, 2015 (the "RFP"), and the Award Letter and Amendment to Proposal dated June 8, 2015. This Change Order and Amendment ("Change Order") amends the Contract as follows:

1. Changes to Contract:

A. *Change to Equipment* On the Option 1 section of Exhibit B, Cost Form, of the RFP, the County required BIS to provide the following equipment which is now unavailable in the configuration requested (the "Unavailable Equipment"):

- 1--Wireless Network Router (4 port)
- 2--Evidence Presentation Annotator
- 2--Digital Presentation Scaler/Switcher (10 in/3 out)
- 2--HDMI over Cat5 Distribution Amp (1 in/7 out)
- 14--HDMI over Cat5 Receiver
- 2--Wireless HDMI Kit
- 8--Additional Receiver for Wireless HDMI Kit

BIS and the County agree to delete the Unavailable Equipment from Exhibit B and to replace it with the currently available equipment in the amount and prices set out below, including the iPads, monitors and laptops included in the list below:

Item	Code	Qty	Unit Price	Total Price
Apple iPad Air 2 (16GB)	BIS-iPad-Air2	2	\$599.00	\$1,198.00
Commercial Grade LED Monitor Series 2 (22")	BIS-CG-LED22-S2	2	\$550.00	\$1,100.00
DCR Laptop	BIS-COM-L	2	\$1,675.00	\$3,350.00
HDMI over Cat5 Distribution Amp (1in/4out)	BIS-HDMI-CAT1/4	2	\$1,199.00	\$2,398.00
Reduction for Wireless HDMI	BIS-CBL-CON	1	(\$5,790.00)	(\$5,790.00)
Receiver for BIS-HDMI-CAT1/x	BIS-HDMI-CATRX	8	\$205.00	\$1,640.00
10% Discount	DISC	1	\$390.00	\$390.00
HDMI Cable (25ft.)	BIS-HDMI-25FT	2	\$29.99	\$59.98
USB over Cat 6 Extender (Evidence Presentation Annotator only)	BIS-USB/CAT6-PM	2	\$120.00	\$240.00
Total (Excluding Sales Tax)				\$3,805.98

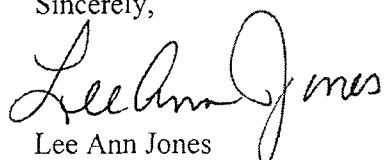
B. *Cost Adjustment.* In consideration of the equipment and services to be provided by BIS in accordance with the Option 1 section of Exhibit B, Cost Form, as amended herein, and in consideration of the reduction in cost resulting from deletion of the Unavailable Equipment (\$5,790.00) and a 10% BIS discount (\$390.00) on the cost of the equipment and services to be provided pursuant to this Change Order, the amount to be paid by the County to BIS as a result of this Change Order shall be \$3,805.98. Accordingly, the total net amount to be paid to BIS pursuant to the Contract, as amend herein, shall be increased from \$99,491.36 to \$103,297.34. BIS shall not charge, and the County shall not be liable for, any additional costs or fees arising pursuant to this Change Order.

2. Contract Amendment. For the same consideration that supports the Contract and in consideration of the Cost Adjustment described above, the County and BIS hereby amend the

Contract as described in this Change Order. The Contract, as amended, remains in full force and effect.

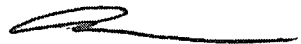
3 Counterparts This Change Order may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Change Order.

Please execute this letter as provided below to acknowledge BIS's agreement to the terms of this Change Order.

Sincerely,

Lee Ann Jones
County Judge

Agreed:

BIS Digital, Inc.

By:  _____

Name: Steve Coloren

Title: Pres.

Date: 8-28-15

ATTACHMENT 1
CONTRACT



County of Panola

110 S. Sycamore • Room 216-A
Carthage • Texas 75633
Phone 903-693-0391 • Fax 903-693-2726

County Judge
Lee Ann Jones

County Commissioners
Ronnie LaGrone, Pct. #1
John Gradberg, Pct. #2
Frank R. Langley, Jr., Pct. #3
Dale LaGrone, Pct. #4

AWARD LETTER AND AMENDMENT TO PROPOSAL

VIA U.S. MAIL/CERTIFIED RETURN RECEIPT REQUESTED

June 8, 2015

BIS Digital, Inc.
1350 NE, 56th Street
Ft. Lauderdale, FL. 33334
Attention: Angela Meyerson, CFO

RE: Request for Proposals dated February 23, 2015
Technology Upgrades for Courtrooms

Dear Ms. Meyerson:

BIS Digital, Inc.. ("BIS") submitted a proposal to Panola County, Texas (the "County") in response to the above referenced Request for Proposal (the "RFP"). The RFP requested proposals for three specific types of courtroom technology upgrades. BIS submitted its proposals (collectively, the "Proposals") for each of three types of courtroom technology upgrades. This letter ("Award and Amendment") is to inform you that the County accepts the Proposals for the services specified the Proposals subject to the amended terms provided in this Award and Amendment.

I. **Contract Documents.** Except as modified by this Award and Amendment, all terms and conditions set forth in the RFP, as well as in the documents referenced below, are made a part of this contract. Only those terms and conditions specifically noted in this Award and Amendment or in BIS's Proposals, as amended herein, have been considered and granted by the County to BIS. Any other terms, conditions, assumptions, or exceptions are specifically denied. Any oral accommodations to grant BIS's assumptions or exceptions are specifically disclaimed.

The contract between the County and BIS consists of:

- (1) this Award and Amendment;
- (2) The original RFP, as attached hereto as Attachment A; and
- (3) The Proposals, which are attached hereto as Attachment B and amended as provided by this Award and Amendment.

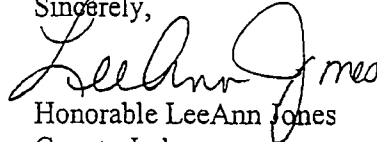
II. **Amendments.** The contract is amended by this Award and Amendment as set forth below. These amendments shall control notwithstanding anything to the contrary in the RFP or the Proposals.

- A. **Effective Period.** The Proposals shall be a firm offer for a period of 90 days from and after March 22, 2015.
- B. **Sales Tax.** No sales tax shall be added to any invoice and BIS acknowledges that a tax exempt form from the County is not required
- C. **Deposit.** The County shall not be required to make a deposit toward payment at any time, including prior to the shipment or installation of the goods specified in the Proposals.
- D. **Restocking Fee.** Notwithstanding the terms and conditions in the Proposals, BIS shall not charge the County any restocking fee for any cancelled orders.
- E. **Site Preparation.** Except as otherwise provided for in the Proposals, the County shall supply conduit and cable pulls at the County's facilities as necessary for the performance of this contract.
- F. **Warranty.** BIS acknowledges and agrees that if a manufacturer of any of the goods provided, including the hardware and software, provides a warranty of its goods, it shall be assigned to the County.
- G. **Invoicing and Payment.** BIS acknowledges and agrees that payment to BIS shall be paid upon the completion of installation and acceptance by the County, except for those charges for software assistance which shall be billed annually. Payment of BIS's invoices under this contract shall be in accordance with and governed by Texas Government Code, Chapter 2251.

III. **Miscellaneous.** In the event of a conflict between this Award and Amendment and the contract, this Award and Amendment shall control. The parties hereto may execute this Award and Amendment in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. Copied or telecopied signatures may be attached hereto and shall have the same binding and legal effect as original signatures.

Please execute this letter as provided below to acknowledge BIS's agreement to the terms of this Award and Amendment. If you have any questions, please contact me at 903-693-0392.

Sincerely,



Honorable LeeAnn Jones
County Judge
Panola County

Agreed:

BIS Digital, Inc.

By: Goldren

Name: Steve Goldren

Title: President

Date: 6-17-2015

Attachment A

RFP

PANOLA COUNTY, TEXAS
PANOLA COUNTY COURTHOUSE, ROOM 216A
CARTHAGE, TEXAS 75633

Copy

February 23, 2015

REQUEST FOR PROPOSALS

Panola County, Texas (County) invites qualified firms to submit proposals for Courtroom Technology Upgrades. Proposals will be received until 9:00 a.m., March 23, 2015, by the County Judge, Panola County, Panola County Courthouse, Room 216A, Carthage, Texas 75633. The envelope containing your proposal response (one (1) original and three (3) copies) must be forwarded in a sealed envelope (FAX, E-Mail or other electronic proposal responses will not be accepted). To be properly processed, your proposal response must be plainly marked on the outside of the sealed envelope:

**Proposal for
Courtroom Technology Upgrades**

The County reserves the right to reject any and/or all proposals, to reschedule, extend, or cancel this Request for Proposals (RFP) at any time, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of the County.

PROPOSALS MUST BE RECEIVED IN THE OFFICE OF THE COUNTY JUDGE, PANOLA COUNTY COURTHOUSE, ROOM 216A, CARTHAGE, TEXAS 75633, ON OR BEFORE THE DEADLINE FOR RECEIPT OF PROPOSALS, WHICH IS 9:00 A.M. ON MARCH 23, 2015. The Proposer is solely responsible for timely delivery to the stated location. Proposals delivered to County locations other than the address specified above will not be considered received by the County until they physically arrive at the Office of the County Judge (Room 216A). The County shall not be responsible for delays in delivery resulting from any need for the County to transport a proposal from another County location to the specified location, or error or delay on the part of any carrier used to do so, or of any carrier utilized by Proposer. Proposals received in the Office of the County Judge after the stated time and date will not be considered.

Proposals will be opened in the Commissioners Courtroom, Panola County Courthouse, Carthage, Texas during the meeting of the Commissioners Court that will commence at 9:00 a.m., on March 23, 2015. The names of the proposers will be read out loud, but the contents of the proposals will not be disclosed to competing offerors and will be kept secret during the process of negotiation. Proposals must be signed by the proposer.

No proposals may be withdrawn for a period of ninety (90) days subsequent to the deadline for receipt of proposals without the prior written consent of the Panola County Commissioners Court.

Hon. Lee Ann Jones
County Judge
Phone: 903-693-0392
Fax: 903-693-2726
Email: leeann.jones@co.panola.tx.us

I. PURPOSE

The County is seeking proposals from firms qualified and experienced in providing technology upgrades for courtrooms. The Services shall include the following goods and services in accordance with the Specifications attached hereto as Exhibit A:

II. PROPOSAL FORMAT

Prefacing its Proposal, the Proposer shall provide an Executive Summary of two (2) pages or less, which gives in brief, concise terms, a summation of the Proposal. The Proposal itself shall be organized in the following format and informational sequence:

A. Section I of the Proposal shall include the following:

1. Indicate the name, physical address, telephone number, email address, and fax of the person in your firm authorized to negotiate contract terms and render binding decisions in contract matters.
2. State full name and address of your organization and identify parent company if you are a subsidiary. Include your main businesses, number of offices and locations. Specify the branch office or other subordinate element which will perform or assist in performing work herein. Indicate whether you operate as a partnership, corporation, limited liability company, or individual. Include the State in which incorporated or licensed to operate.

B. Section II of the Proposal shall contain an audited copy of your firm's most recent financial statement. If this is unavailable, submit sufficient information indicating the financial status of your organization.

C. Section III of the Proposal shall consist of a description of services and capabilities as outlined in the Scope of Service section of this Proposal.

D. Section IV of the Proposal shall be the Financial Proposal. This section shall contain a straightforward, concise delineation of the Proposer's fees to satisfy the requirements of this RFP. The Financial Proposal shall state whether Proposer will submit invoices on a monthly or quarterly basis. It is the Proposer's responsibility to specify all costs (i.e., administrative fees, processing fees, etc.) associated with providing the products or services required. *The completion of the Cost Form (Exhibit B) provided in this RFP is mandatory for any proposal to be accepted.* If there is additional information that is to be considered please feel free to provide that information in addition to the Cost Form as necessary. The County will not compensate or be liable to the Contractor for any fees or costs not explicitly stated in the Proposal.

III. PROPOSAL INFORMATION

A. Schedule For Selection

Date	Event
February 25 and March 1, 2015	Notice of Request For Proposal published
March 11, 2015	Due date for questions
March 17, 2015	Response to proposer questions posted to website
March 23, 2015	Due date for proposals
March 25, 2015	Analysis of proposals
Approximately April 13, 2015	Recommendation to Panola County Commissioners Court for approval

B. Interpretation of RFP Wording

Interpretation of the wording of this Proposal shall be the responsibility of the Office of the County Judge. County staff will not give verbal answers to inquiries regarding the contents of the Proposal; all official responses will be in writing. Any verbal statement regarding or interpreting this Proposal shall be non-binding.

C. Written Inquiries

No inquiries shall be made by phone. Proposers may make written inquiries concerning this Proposal to obtain clarification of the requirements. Inquiries must be submitted no later than close of business on the date specified in Section III.A., "Schedule for Selection". Questions received by the County by this deadline, and corresponding answers, will be included in an Addendum posted on the Panola County website at www.co.panola.tx.us.

Submit inquiries via E-mail to: lecann.jones@co.panola.tx.us; type "Courtroom Technology Upgrades RFP" in the subject line of the email.

D. Rights of the County

The County reserves the right to require additional information from Proposers and to conduct necessary investigations or interviews to determine Proposer performance and to determine the accuracy of Proposal information. The County reserves the right to negotiate with Proposers as permitted by law for a Request for Proposals process.

E. RFP Information and Work Conditions

1. All Proposers are expected to carefully examine the Proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the individual identified in Section III.C. of this Proposal. It is believed that all information necessary to complete a response is included in this Proposal. It is the responsibility of the Proposer to obtain clarification of any information that is not fully understood.
2. By the submission of a Proposal, the Proposer agrees to be responsible for: (1) having examined the Request for Proposal and all referenced citations of judicial decisions, statutory authority, and local policy; (2) having become familiar with the nature and scope of the Services required by the County; and (3) identifying any local conditions that may affect performance of services, labor availability, administrative rules or other factors that may impact the County's timeline for commencement and performance of the Services.

F. Public Information

Proposals do not become public records until an award has been made. Trade secrets and other materials considered confidential by the Proposer should be clearly marked as such. If a request is made to review or obtain copies of the information marked confidential under the Texas Public Information Act, the County will forward the appropriate documents to the Texas Attorney General's Office which will contact the Proposer to request sufficient written reasons as to why the information should be protected from disclosure. The County will abide by the decision of the Texas Attorney General.

IV. SCOPE OF SERVICE

- A. The service and performance requirements that the selected Proposer (the "Contractor") shall be required to perform, and the requirements that goods provided by Contractor must meet are set forth in Specifications attached hereto as Exhibit A. Failure to address or to fully describe capabilities to accomplish all elements stated in this section will result in a loss of evaluation points.
- B. Proposer's proposal shall include for the 123rd Judicial District Courtroom and the County Court at Law Courtroom, all of the services that are the subject of this RFP.
- C. Contractor shall be responsible for furnishing all labor, materials, equipment, software, and all other items necessary to perform under this RFP.
- D. The County requires that the Contractor have completed all software and equipment installations and commence performance of services required by this RFP within ninety (90) days of the effective date of the Contract resulting from this RFP. A Proposer who intends to vary from this timeline should explain in detail its proposed service commencement date and the reasons therefor. During the final twelve (12) months of the Contract resulting from this RFP, Contractor shall take all actions reasonably necessary to cooperate with and provide for a smooth and uninterrupted transition of services to any new Services provider selected by the County to succeed Contractor.

V. GENERAL CONTRACT REQUIREMENTS

- A. **Anti-Lobbying Provision**
DURING THE PERIOD BETWEEN THE PROPOSAL SUBMISSION DATE AND THE CONTRACT AWARD, IF ANY, PROPOSERS, INCLUDING THEIR PRINCIPALS OR OTHER OWNERS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES, SHALL NOT DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF THE COMMISSIONERS COURT OR COUNTY STAFF EXCEPT UPON THE REQUEST OF THE COUNTY IN THE COURSE OF COUNTY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS.

This provision is not meant to preclude proposers from discussing other matters with Commissioners Court members or County staff. The policy is intended to create a level playing field for all potential proposers, assure that contract decisions are made in public, and to protect the integrity of the Proposal process. Its purpose is to stimulate

competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the County. Violation of this provision may result in disqualification of the Proposer.

B. Invoicing and Payments

Unless otherwise mutually agreed in writing, invoicing by the Contractor shall be monthly or quarterly, with sufficient detail to allow the County to determine the work performed for which payment is sought; and the Contractor shall upon request provide the County with appropriate supporting materials. Payment by the County shall be in accordance with and governed by Texas Government Code chapter 2251.

C. Criminal Background Check

The Contractor and each of its officers, employees, agents and contractors, and including anyone who has physical access to the County data, must have a clear criminal background investigation (CBI) result. The Panola County Sheriff's Office will act as the liaison between the Contractor and the Texas Department of Public Safety and coordinate all required CBI's. Department of Public Safety must administer and process all CBI's.

D. Independent Contractor

By submitting a proposal Contractor represents and agrees that it is engaged in an independent business; that it will perform the work as an independent contractor and not as an employee of the County; that it has and will retain the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting the Contractor in the work; that it will be solely responsible for the payment of its employees and others assisting it in this work, and for the payment of all federal, state, county and municipal taxes, fees and contributions pertaining thereto; and that it will be wholly responsible for its own acts and the acts of all persons assisting it.

E. County Audit Rights

The County shall have the right to audit the Contractor's work product and work processes and practices, including but not limited to: Contractor's data gathering, entry, evaluation and updating methods, processes and practices; data storage, retrieval and security processes, methods, and practices; and Contractor's security policies, practices, methods and processes (all collectively, "Contractor Data Practices"). Contractor will be required immediately to report any breaches or suspected breaches of data security, with detailed assessments of the scope of such breach or suspected breach; and to detail proposed Contractor responses and proposals to mitigate such breach or suspected breach and to prevent future such breaches. The County shall have the right to inspect and review Contractor's Data Practices and Contractor premises where County-related services are provided as deemed by the County to be appropriate or necessary in response to, or as reasonably necessary or convenient, to comply with, any law, regulation, or lawful order to which the County is subject.

F. Notification to County if County data is compromised, or is accessed by or disclosed to unauthorized persons

Contractor shall promptly notify the County in writing if any County data (or other County information) in the possession of Contractor is in any way destroyed, deleted, lost, overwritten, corrupted, modified by unauthorized persons, or its integrity, accuracy or accessibility is otherwise compromised; if any unauthorized persons or entities access County data of any kind; or there has been disclosure of County data of any kind to unauthorized persons (all collectively "Compromised"). The notification shall include identification of the data Compromised, by or to whom Compromised (if known), a full description of the nature and circumstances of the event, and of what, if anything, the Contractor is doing or proposes to do to remediate and to prevent such Compromises in the future; and the notification shall be updated or modified in writing promptly upon additional or different information about the event becoming known to the Contractor. If such an event occurs, the Contractor will cooperate with and assist the County in: investigating the event and remediating the data Compromise, developing and implementing processes and procedures to prevent future; such events, as may be requested by the County; and in any judicial or other proceeding that may result (including appearing as a witness as requested by the County).

G. Notification to the County if disclosure of County data is sought or compelled

The Contractor shall promptly notify the County in writing if access to or disclosure of County data of any kind is requested by any third party, including but not limited to any open records requests or judicial or administrative pleadings or requests, or if disclosure of or access to County data otherwise is sought, or is ordered or threatened to be ordered, by a tribunal (including but not limited to a court or a governmental agency or unit) having requisite authority and jurisdiction. Pending and after such notification, the Contractor shall take no action to release or provide access to such data, or by omission fail to take an action which would preserve the security of such data, preclude the County from timely seeking relief to avoid disclosure of or access to such data, or otherwise prejudice the County's practical or legal ability to protect or seek protection for the confidentiality of such data. Proposers and the ultimate Contractor are given notice that data and other information concerning the County system may include information made confidential by law, and that unauthorized disclosure may subject the disclosing party to liability.

H. Subcontracting of Services.

The Contractor shall not subcontract the work to be performed hereunder, or any part of said work without the County's prior written approval. The County shall have full and complete discretion in withholding or granting such approval.

I. Altering Proposals.

Any interlineation, alteration, ensure made before proposal opening time, must be initialed by the signer of the proposal guaranteeing authenticity.

J. Sales Tax.

County is exempt by law from payment of Texas Sales and Use Tax and Federal Excise Tax; therefore the proposal shall not include such taxes.

K. Descriptions and Materials.

Any reference to model and/or manufacturer used in the Specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Design, strength and

quality of equipment and materials used in performing the Contract must conform to the highest standards of manufacturing practice.

L. Compliance with Law.
Proposals must comply with all federal, state, county and local laws concerning the Services.

M. References.
Except as otherwise provided in the Specifications, offeror shall supply a list of at least three (3) references to whom offeror has provided services and products similar to the Services.

VI. EVALUATION CRITERIA

A. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS:
A prospective Proposer must affirmatively demonstrate its responsibility. A prospective Proposer must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

The County may request any other information sufficient to determine proposer's ability to meet these minimum standards.

B. This is a **NEGOTIATED** procurement and as such, award will not necessarily be made to the Contractor submitting the lowest priced proposal.

C. The County will evaluate each proposal in the areas of experience, service capabilities, and cost based on the following pre-determined criteria:

- 15% Offeror's Qualifications/Experience and Financial Status
- 25% Proposed Pricing
- 30% Meets Needs and Requirements of Panola County as well as Future Needs through Enhancements and Upgrades
- 30% Offeror's Support/Service-Including Skills, Number and Availability of Support and Service Personnel

D. Proposal evaluators may require a Proposer to give an oral presentation or participate in discussions in order to clarify or elaborate on its proposal. Upon completion of oral presentations or discussions, Proposers may be requested to revise any or all portions of their proposals.

VII. TERM

Any Contract resulting from this solicitation will have an Initial Term of two (2) years from the date of award by the Panola County Commissioners Court, or such other date established by agreement. Upon expiration or termination of the contract for any reason, the parties by mutual consent may extend the term of the contract on a month-to-month basis as may be necessary to allow time for transition of Services to a new provider.

VIII. CONDITIONS

- A. The County reserves the right to reject any and/or all proposals, to make awards for individual products or services as may be advantageous to the County, and to waive any or all formalities in the RFP processor non-material non-compliances or other irregularities in a proposal. The County reserves the right to negotiate with proposers as permitted by law. **SUBMISSION OF A PROPOSAL CONSTITUTES A FIRM OFFER BY THE PROPOSER TO PROVIDE THE GOODS AND SERVICES STATED AT THE PRICE AND UNDER THE TERMS AND CONDITIONS STATED, WHICH WILL BE HELD OPEN FOR A PERIOD OF 90 DAYS AFTER THE DEADLINE FOR RECEIPT OF PROPOSALS.**
- B. Late proposals, if properly identified, will be returned unopened. No proposals may be withdrawn without written consent by the County in response to a written request to withdraw.
- C. The County desires to have the Proposer submit a proposal that incorporates all significant points enumerated in this RFP. Where the proposal is silent, the County will assume that the services set forth in the **SCOPE OF SERVICE** is accepted by Proposer and intended by Proposer as part of the proposal. The Panola County Commissioners Court may accept one or more proposals to become Contractors, and may accept or decline specific aspects of particular proposals, in its sole discretion.
- D. The County will not be responsible for any expenses incurred by the Proposer in preparing and submitting a proposal.
- E. A system for perpetual record keeping shall be maintained by the Contractor until the Contract is terminated, and for a period of no less than three years thereafter; and Contractor must make such records available to the County upon request during this entire period. The County shall be the absolute unqualified owner of all documents and electronic media prepared pursuant to this project. No information produced as a result of any agreement or contract with the County can be released without the prior written consent of the County.
- F. Questions concerning this solicitation shall be directed in writing to Panola County Judge at the email address indicated on the face of this document.
- G. **Compliance with laws, regulations and licenses.**
Contractor shall comply with the provisions of all applicable laws, regulations, permits and licenses relative to the services to be performed hereunder.

- H. It is the County's intent that a written notice of award mailed or otherwise furnished to the successful Proposer results in a binding contract without further action by either party. The contract documents shall consist of this RFP, the successful Proposer's Proposal, and the notice of award. By submitting a Proposal, the Proposer agrees that, absent written mutual agreement otherwise, no additional writing is required to form a binding contract; provided, however, that a written supplement, signed by both parties, will be needed to document any agreed terms inconsistent with this RFP and/or the successful Proposal.**
- I. The County intends that payments to Contractor shall be made from current funds. Any contract resulting from this solicitation is contingent upon the continued availability of appropriations by the County and is subject to cancellation by the County upon sixty (60) days' written notice, either in whole or in part, without penalty, if funds are not fully appropriated by the Commissioners Court. The County agrees to use reasonable efforts to obtain and appropriate funds for payment of the Contract.**
- J. The County reserves the right to terminate all or any part of any order or contract award resulting from this solicitation, with thirty (30) days written notice if the Commissioners Court deems termination in the best interest of the County, or for the County's convenience; or, to terminate immediately upon written notice to the Contractor for delay or nonperformance by the Contractor, or for other default by the Contractor that has not been cured within ten (10) days of written notice from the County. In the event of the termination of the contract with the Contractor for any reason, the Contractor has sixty (60) business days to export and return to the County all County information, software, and equipment in its possession or under its control, or to which the Contractor has a right of possession or control. Within ten (10) days thereafter, the Contractor must certify and warrant to the County in writing that it has returned all such data to the County as required, and that all other County data has been permanently and securely deleted and the applicable hosting or other equipment has been wiped clean as required.**
- K. The person whose signature appears on the Proposal hereby certifies (by signing the Proposal) that the individual, firm and/or any principal of the firm on whose behalf the Proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" published by the U. S. General Services Administration (GSA) effective as of the date of opening of the Proposal, and agrees to notify the County of any debarment inquiries or proceedings, or of the threat or notice of any such inquiries or proceedings, by any federal, state or local governmental entity, which exist as of the date of submission of the Proposal, or that arise between the date of submission and such time as an award has been made under this procurement action.**
- L. INDEMNIFICATION BY CONTRACTOR. – To the fullest extent permitted by applicable law:**

The Contractor will protect, defend with counsel approved by the County (such approval not to be unreasonably withheld, delayed or conditioned), and hold harmless the County and its officers, elected officials, employees, agents, contractors, and representatives (all collectively "Indemnitees") from and against

all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind, or description (collectively "Liabilities") arising from, concerning or related to the performance of services or the provision of goods by Contractor under the Contract, even if the damage is caused in part by the negligence of any Indemnitees, so long as it is not caused by the sole negligence or willful misconduct of any Indemnitees.

Contractor shall protect, defend, and hold harmless the County and the other Indemnitees from and against all third party claims, suits, liens, causes of action, damages, judgments, and expenses, including attorneys' fees, and other costs or losses arising from infringement or alleged infringement by Contractor or any of Contractor's agents, subcontractors, representatives or employees, of any United States patent, trademark, or copyright, arising by or related to any of the services performed or goods provided hereunder by Contractor; the receipt by the County or any of the Indemnitees of such goods or services; or the use of any article or material, including any intellectual property, received from or otherwise provided by Contractor to the County or other Indemnitees and used at the direction, or with the express or implied consent or other approval, of Contractor. Contractor does not warrant against infringement by reason of the County's design of articles or the use thereof in combination with other materials or in the operation of any process not sanctioned by Contractor.

Upon becoming aware of any complaint or allegation of a claim, or upon filing or threat of filing of a suit with claims covered by this Paragraph L, the County shall promptly notify Contractor. Contractor shall be given full opportunity to settle or defend the claims or suit; provided, that any settlement terms that directly affect the County or any Indemnitee are subject to agreement by the County or the Indemnitee, as appropriate.

In the event of litigation or other proceedings concerning such a claim which Contractor defends, the County agrees to cooperate reasonably with Contractor. Contractor agrees to use legal counsel approved by the County, such approval not to be unreasonably withheld, delayed or conditioned; and the County and the other Indemnitees shall be entitled to be represented by counsel at their own expense.

These indemnity obligations shall survive the termination of this Contract or any agreement or purchase order arising under or related to it, for any reason whatsoever.

- M. No Arbitration.** The County reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. The County shall not be subject to any arbitration process prior to exercising its unrestricted right to seek a judicial remedy, or without the County's written consent to arbitration. The remedies set forth herein or in any contract awarded are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
- N. Choice of law; venue.** Any claim or dispute concerning, related to, or arising under this RFP or any contract awarded under it shall be subject to the law of the

State of Texas, without giving effect to its choice of law provisions. Venue for any such claim or dispute shall be and lie solely in the courts located in Panola County, Texas. The Contractor hereby expressly agrees to submit to the jurisdiction of such courts.

- O. **Amendment: entire agreement.** Any contract awarded pursuant to this RFP shall constitute the entire agreement between the parties, consisting of this RFP (including any addenda), the accepted Proposal, and the award letter. The contract will supersede any prior oral or written undertakings, understandings, promises, agreements or representations. The contract may be amended only by a writing executed by both parties; no oral or other agreements or representations will be effective to constitute an amendment.
- P. **Survival of terms.** If a court or other body having authority and jurisdiction determines that any provision in the contract is illegal or otherwise unenforceable, the remainder of the contract shall nonetheless survive and remain enforceable to the extent lawful and practicable and without changing the underlying purpose and intent of the parties.
- Q. **Construction.** Descriptive headings or captions in this Agreement are for convenience only and will not affect the construction or application of this Agreement. Words having established technical or trade meanings in the industry shall be so construed, unless otherwise defined in this Agreement. Listings of items will not be exclusive unless expressly so stated, but shall include other items, whether similar or dissimilar to those explicitly listed, as the context reasonably requires. No rule of construction requiring interpretation against the drafting party shall be applied or given effect. Words of any gender used herein shall be deemed to include words of any other gender, and use of the singular or the plural herein shall include the other, unless context requires otherwise.
- R. **Nonassignable.** The contract is not assignable by Contractor without the express written consent of the County, which will be given or withheld in the sole discretion of the County.
- S. **Cooperation.** Contractor agrees to cooperate fully with the County in the performance of the Services hereunder, or in the defense or settlement by the County of any lawsuit or other claim by any third party concerning, related to, or arising from the Services or this Agreement.
- T. **Notice.** All notices required to be given under the contract must be in writing. Any notice required or permitted to be given will be deemed delivered upon deposit in the U. S. Mail, when sent by certified mail, return receipt requested, postage prepaid, correctly addressed to the party as set forth below with a copy sent to such party by facsimile on the date of deposit into the mail:

If to the County:

County Judge
 Panola County Courthouse, Room 216
 Carthage, Texas 75633
 Telephone: 903-693-0392
 Facsimile: 903-693-2726
 Email: leeann.jones@co.panola.tx.us

If to Contractor:
CFO

1350 NE, 56th Street
Ft Lauderdale, Florida 33334
Attn: Angela Meverson
Telephone: 800-834-7674
Fax: 877-858-5611
Email: angela.meverson@bisdigital.com

Notice given by receipted hand delivery or by delivery by overnight courier (if a reputable commercial service capable of tracking shipment and verifying delivery address and recipient's name) will be deemed delivered when actually received by the person to whom notice is to be given, as specified above. No other method of notice will satisfy this notice requirement, though for convenience, a phone call and/or an email courtesy notice may also be given, but must be followed by written notice as specified above. Either party may change its address or designated contact for notice by providing written notice to the other party as provided herein. Such notice of change of address or contact will be effective fourteen (14) days after it is delivered to the other party.

U. Waiver of Claims Based on Proposal.

EACH OFFEROR BY SUBMISSION OF A PROPOSAL TO THIS REQUEST FOR PROPOSALS WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, AGENTS, AND REPRESENTATIVES, AND OTHER CONSULTANTS, CONNECTED WITH, RELATED TO, OR ARISING FROM THIS REQUEST FOR PROPOSALS, INCLUDING, WITHOUT LIMITATION, THE ADMINISTRATION OF THE REQUEST FOR PROPOSALS, THE PROPOSAL EVALUATIONS, AND THE SELECTION OR NON-SELECTION OF THE OFFEROR. SUBMISSION OF A PROPOSAL INDICATES OFFEROR'S ACCEPTANCE THAT SOME SUBJECTIVE JUDGMENTS MUST BE MADE BY THE COUNTY DURING THE SELECTION PROCESS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH OFFEROR ACKNOWLEDGES THAT THE COUNTY WILL DOCUMENT THE BASIS OF ITS SELECTION AND WILL MAKE THE EVALUATIONS PUBLIC NOT LATER THAN THE 7TH DAY AFTER THE DATE THE CONTRACT OR CONTRACTS HAVE BEEN AWARDED, AND THE OFFEROR WAIVES ANY CLAIM IT HAS OR MAY HAVE AGAINST THE ABOVE-NAMED PERSONS AND ENTITIES BASED ON INFORMATION, OPINIONS OR JUDGMENTS CONTAINED IN SUCH EVALUATIONS.

V. Insurance Requirements.

Proof of insurance meeting the requirements set out in Exhibit C to this RFP must be furnished by the selected Proposer within five (5) days after the award of the Contract.

W. Conflict of Interest Questionnaire.

Proposer is advised to determine if it is required under Chapter 176 of the Texas Local Government Code to file a completed Conflict of Interest Questionnaire with the

County; if so, the Conflict of Interest Questionnaire (Form CIQ) should be completed and submitted with Proposer's Proposal. NO Conflicts

X. **Contractor Warranty.** Contractor warrants that Services performed shall conform to the Specifications and that the Services will be performed in a professional and workmanlike manner in accordance with generally acceptable industry standards.

Y. **Price Reduction.**

If during the term of the Contract, the Contractors' prices to other customers for similar services are reduced below the price under this Contract, Contractor understands and agrees that the benefits of such reductions shall also be extended to the County.

EXHIBIT A**SPECIFICATIONS****COURTROOMS TECHNOLOGY UPGRADES****ALL WORK AND SUPPLIES IN RFP SPECIFICATIONS TO BE PROVIDED BY PRIMARY VENDOR, NO SUBCONTRACTORS PERMITTED****Option 1:**

Proposer will provide ,install, and train users for technology upgrades for the 123rd Judicial District Courtroom and the County Court at Law Courtroom located in the Panola County Judicial Center. Proposer will include providing and installing new HD monitors for jury, attorneys, and dias. Proposer will replace one projector with 90" wall mounted monitor and replace second projector. Proposer will replace two wall mount monitors with two customer provided 55" monitors. Proposer will install new annotation devices in each courtroom which allows a witness to annotate over any digital evidence. Proposer will install new Hanging microphones for Voir Dire, and wireless microphones for attorneys. RFP should include a room control system which will provide touch control of the courtroom equipment. Proposer may use existing amplifiers and speakers but supply a digital mixer which provides feedback suppression and the ability generate white noise for bench conferences. Proposer is expected to provide all peripheral devices, hardware, and cabling for a fully operational and functioning system.

Option 2:**Digital Court Recorder:**

- Supports recording in ASIO (Audio Streaming Input-Output) mode for devices with a corresponding ASIO driver.
- Supports recording in Windows mode for standard Windows audio devices.
- Playback of recordings in both WAVE and ASIO modes.
- Concurrent Record and Playback allows playback without stopping the current recording.
- Supports up to 32-channel of audio recording.
- Supports up to 8 independent video channels.
- Supports a remote Agent, allows a remote User, Witness, Detainee to see and hear and be seen and heard as well as recorded by the court.
- Supports IP and Analog video recording.
- Supports H.264 video codec.
- Supports video recording up to 30fps.
- Standard camera controls can be used to adjust the quality of video recordings, including brightness, contrast, and saturation.
- Automatic Gain Control
- Audio Record Meters show the level of a recording being made onto the appropriate

media.

- Visual Audio Level Indicators for active audio channels.
- Alert notification for a paused recording (audible and visual).
- Alert notification for Low or No Audio (audible and visual).
- Ability to listen to a recording as it is being made.
- Ability to Record and Playback simultaneously.
- Ability to Seal a record or partial record.
- Ability to create new files or append to existing files.
- Mirroring of recordings onto local drive, network drive, and DVD/CDs.
- Keeping of time points using auto-bookmarks during a recording.
- Synchronize time between your PC and a digital display clock.
- Use of a PA system for playing recorded sound to an output audio device.
- Bookmarks allow you to navigate quickly in a sound file and store notes at chosen positions in a sound file.
- Special bookmarks, called dockets, can be used to distinguish cases within the same file.
- Recordings contain 6 nameable identification fields (Case #, Judge, Defendant, Defense Attorney, Plaintiff, Plaintiff's Attorney)
- Automatic Naming of the file based upon Case Number and Date.
- Files can consist of a single hearing/case or an entire day of recording.
- Shortcut keys allow you to quickly insert predefined text into bookmarks and file notes.
- File notes can be added to a recording file, and include both private and public notes.
- File notes, bookmarks, or bookmarks based on their type can be exported as a text file, copied to the clipboard, or printed.
- Printing options for bookmarks and file notes allow you to add a title, change the font, print page numbers, and preview the printed output.
- Specification of valid file name formats.
- Network/Internet Broadcast via Microsoft Media Server integration
- Remote Control and Monitor, allows you to control multiple courtrooms from anywhere on the courts network.
- Provides an optional fully integrated Video Conferencing feature that provides recording of the remote locations and allows the remote locations to see all the in courtroom cameras.

Option 3:

Video Conference / Video Arraignment system. Provide all hardware and software for a complete and working video conferencing system for arraignment, magistration, remote testimony, and translation. System must have the ability to record all audio and video from each conference.

EXHIBIT B**COST FORM****COURTROOM TECHNOLOGY UPGRADES**

The undersigned Proposer agrees to perform Courtroom Technology Upgrades services in accordance with this Request for Proposal (RFP) and provide all related products and services at the prices indicated below.

Equipment, Labor, & Installation – OPTION #1	Quantity	Price
Projector	1	Pricing is on separate sheet
Commercial Grade LCD Monitor (90")	1	
Low Profile Wall Mount (For 61"-102")	1	
LCD Computer Monitor (21.5")	20	
LCD Touchscreen Monitor (21")	2	
Network Switch (8 Port)	2	
Control System Protocol Converter	1	
Wireless Network Router (4 Port)	1	
Evidence Presentation Annotator	2	
Digital Presentation Scaler/Switcher (10 in / 3 out)	2	
HDMI over Cat5 Distribution Amp (1 in / 7 out)	2	
HDMI over Cat5 Receiver	14	
Wireless HDMI Kit	2	
Additional Receiver for Wireless HDMI Kit	8	
Hanging Microneck Condenser Microphone (White)	4	
UHF Wireless System with Muteable Boundary Microphone	4	
Professional Digital PA Mixer	2	
Hardware Control	1	
Microphone Wire (Plenum) – 1,000 ft. Roll	0.5	
CAT5e Cable (Plenum) – 1,000 ft. Roll	3	
Speaker Wire (Plenum) – 1,000 ft. Roll	0.5	
Installation & Training of Hardware Control Manager (1 day)	1	
Programming for Hardware Control Manager (1 day)	1	
On-site Setup, Installation and Training	1	
Annual On-Site Service & Support (Contract to be issued upon installation)	1	

OPTION #2	Quantity	Price
Video Cameras for court recorder	4	Pricing is on separate sheet
Microphone interface for court recorder		
Digital AV Court Recorder		
Annual updates		
Video channels for additional camera		
Equipment, Labor, & Installation		
OPTION #3	Quantity	Price

EXHIBIT C

INSURANCE REQUIREMENTS

General Liability:

Contractor's insurance shall include blanket contractual liability with a combined single limit of a minimum of \$1,000,000 each occurrence and \$2,000,000 in the aggregate and shall include the following:

- Blanket Contractual Liability
- Personal Injury
- Products and completed operations

Business Automobile Liability:

Contractor's insurance shall include Business Automobile Liability coverage with a combined single limit of at least \$500,000 per occurrence, and include coverage for but not limited to the following:

- Bodily injury and property damage
- Any and all Owned, Non-Owned or Hired vehicles, including employee owned vehicles used for business in whole or in part

Workers' Compensation and Employers Liability Insurance:

Contractor must elect to obtain workers' compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Contractor shall maintain said coverage throughout the term of the contract and shall comply with all provision of Title 5 of the Texas Labor Code to ensure that the contractor maintains the coverage. Any termination of workers' compensation insurance coverage by Contractor or any cancellation or non-renewal of workers' compensation insurance coverage for the contractor will constitute a material breach of the contract.

Contractor's insurance will include Employer's Liability coverage with limits of at least \$500,000 each accident.

Other Insurance Requirements:

Contractor's general liability and auto liability insurance policies through policy endorsement shall name the County as an additional insured and must include wording that states that the policy shall be primary and non-contributory with respect to any insurance carried by the County. The certificate of insurance described below must reflect that the above wording is included in evidenced policies. The County must be notified at least 30 days in advance of any cancellation of any of the required policies. The County must receive a copy of the full policy from the selected firm.

The Contractor must agree to waive subrogation against the County, its officers, employees, and elected representatives for injuries, including deaths, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.

Attachment B

The Proposals

BIS Digital

Integrating Excellence™



Business Information Systems, Inc
 1350 NE 56th Street, Suite 300 • Ft. Lauderdale, FL 33334
 Phone: (800) 834-7674 • Fax: (877) 858-5611

Date Sunday, March 22, 2015

Quote Number Q-8008005-3.22.2015

Sales Consultant Jack Ferguson
 (800) 834-7674x4553
 jack.ferguson@bisdigital.com

Primary Contact Lee Ann Jones, County Judge
 110 S. Sycamore
 Room 216-A
 Carthage, Texas 75633
 (903) 693-0391
 leeann.jones@co.panola.tx.us

Billing Address Panola Co TX / A-1008639
 108 S. Sycamore
 Carthage, Texas 75633

Shipping Address Same

Users To Train Yes

Wiring Required Yes

Installation Notes BIS Digital will provide and install and train users for technology upgrades for two courtrooms as listed in the following. Quote includes providing and installation of new HD monitors for jury, attorneys, and dias, replace one Projector with 90" monitor, and upgrade second projector. Replacement of two wall mount monitors with two customer provided 55" monitors. Install new annotation devices on each courtroom, Install new microphones for Voir Dire, and Wireless microphones for attorneys. Bis will provide a room control system which will web enable the control of the courtroom equipment. Sound amplifier, and speakers will be existing. Annual DCR On-Site Service & Support contract is annual maintenance contract payable annually. This is a recommended service, but not required.
THIS QUOTE IS FOR BOTH COURTROOMS.

Item	Code	Qty	Unit Price	Total Price
BIS Projector Optoma	BIS-PR-PRO	1	\$2,999.00	\$2,999.00
Commercial Grade LCD Monitor (90")	BIS-CG-LED90	1	\$12,999.00	\$12,999.00
Low Profile Wall Mount (For 61"-102")	BIS-TVM-	1	\$349.00	\$349.00

BIS Digital

Integrating Excellence™



Business Information Systems, Inc
 1350 NE 56th Street, Suite 300 • Ft. Lauderdale, FL 33334
 Phone: (800) 834-7674 • Fax: (877) 858-5611

Date Sunday, March 22, 2015

Quote Number Q-8008957-3.22.2015

Sales Consultant Jack Farguson
 (800) 834-7674x4553
 jack.farguson@bisdigital.com

Primary Contact Lee Ann Jones, County Judge
 110 S. Sycamore
 Room 216-A
 Carthage, Texas 75633
 (903) 693-0391
 leeann.jones@co.panola.tx.us

Billing Address Panola Co TX / A-1008639
 108 S. Sycamore
 Carthage, Texas 75633

Shipping Address Same

Users To Train Yes

Wiring Required No

Installation Notes Quote for a one room hosted video conference, recordable for up to 25 conference attendees

Item	Code	Qty	Unit Price	Total Price
Hosted Video Conferencing Yearly Subscription (single conference up to 25 users) with the capability to record	BIS-HVTC-S1	1	\$2,625.00	\$2,625.00
Sales Tax Rate				%
Total (Excluding Sales Tax)				\$2,625.00

Order Summary

Date	Sunday, March 22, 2015
Quote Number	Q-8008957-3.22.2015
Account Name	Panola Co TX
Total (Excluding Sales Tax)	\$2,625.00

BIS Digital

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Business Information Systems, Inc
 1350 NE 56th Street, Suite 300 • Ft. Lauderdale, FL 33334
 Phone: (800) 834-7674 • Fax: (877) 858-5611

Terms and Conditions

Effective Period This proposal is a firm offer for 30 days from quote date Sunday, March 22, 2015

Tax Status Sales tax will be added to invoice unless Tax Exempt Form is on file with BIS Digital.

Payment Terms **Deposit:** All orders above \$5,000 require a 50% deposit. Once the order and deposit is confirmed (received) by BIS Digital, scheduling of the installation / and shipment of goods will occur.
Balance: The remaining balance is to be paid on the completion of the installation. (delivery of goods at customer site)

Restocking Fee 20% restocking fee will be charged for all cancelled orders

Site Preparation Customer is required to supply all conduit and cable pulls not listed on this quote. Customer will be responsible for any additional wiring or installation supplies needed during installation.

Training BIS Digital will provide full training of all system users per agreed training schedule.

Limited Warranty All BIS supplied new systems (Hardware & Software) are covered for 90 days following date of installation/delivery. Warranty does not cover On-Site Technical Support, Shipping costs, or Software upgrades (See Software Assurance below).

Software Assurance Annual DCR Software Assurance Subscription entitles user to all bug fixes and annual updates for DCR Software during the term at a cost of \$300 per license/year.

This signature and Purchase Order number states acceptance to the above price, terms and conditions, authorizing BIS Digital, Inc. to order, install and bill for the above equipment:

* Accepted by: _____

Name	Title
_____	_____
Signature	Date
_____	_____

* Accounts Payable Information * Required for order to be processed*

A/P Contact: _____

Name	Phone Number
_____	_____
Email Address	Fax #
_____	_____

Is a Purchase Order required for processing? _____ P.O # _____

BIS Digital

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 Phone: (800) 834-7674 • Fax: (877) 858-5611

	T61/102			
LCD Computer Monitor (21.5")	BIS-COM-M21	20	\$310.00	\$6,200.00
LCD Touchscreen Monitor (21")	BIS-COM-MTS21	2	\$529.00	\$1,058.00
Network Switch (8 Port)	BIS-N-SW8	2	\$150.00	\$300.00
Control System Protocol Converter	BIS-N-HA	1	\$495.00	\$495.00
Wireless Network Router (4-Port)	BIS-N-RW4	2	\$125.00	\$250.00
Evidence Presentation Annotator	BIS-PS-A	2	\$7,500.00	\$15,000.00
Wireless HDMI Kit	BIS-HDMI-WK	2	\$889.00	\$1,778.00
Digital Presentation Scaler/Switcher (1 in / 2 out)	BIS-DPSS-1102	2	\$1,499.00	\$2,998.00
HDMI over Cat5 Distribution Amp (1 in / 8 out)	BIS-HDMI-CAT1/8	2	\$1,999.00	\$3,998.00
Additional Receiver for Wireless HDMI Kit	BIS-HDMI-WKR	8	\$499.00	\$3,992.00
Wall Plate Receiver for BIS-HDMI-CAT1/x	BIS-HDMI-CATWP	14	\$179.99	\$2,519.86
Hanging Microneck Condenser Microphone (White)	BIS-M-P5545w	4	\$269.00	\$1,076.00
UHF Wireless System with Boundary Microphone	BIS-M-W66BM	4	\$820.00	\$3,280.00
Professional Digital PA Mixer w/8ch USB out	BIS-MX-PA-USB8	2	\$3,400.00	\$6,800.00
Hardware Control Server Lite	BIS-HCS-LT	1	\$4,500.00	\$4,500.00
Microphone Wire (Plenum) - 1,000ft Roll	BIS-W-MP	0.5	\$390.00	\$195.00
CAT5e Cable (Plenum) - 1,000ft Roll	BIS-W-CAT5	3	\$450.00	\$1,350.00
Speaker Wire (Plenum) - 1,000ft Roll	BIS-W-SP	0.5	\$450.00	\$225.00
Installation & Training of Hardware Control Manager (1 day)	SIT-HCM	1	\$1,350.00	\$1,350.00
Programming for Hardware Control Manager (1 day)	BIS-HCM-PGM	1	\$1,750.00	\$1,750.00
On-site Setup, Installation and Training	SIT	1	\$4,550.00	\$4,550.00
Annual DCR On-Site Service & Support (Contract to be issued upon installation)	NMNT-DCR	1	\$5,550.00	\$5,550.00
Discount	DISC	1	(\$4,000.00)	(\$4,000.00)
			Sales Tax Rate	%
			Total (Excluding Sales Tax)	\$81,561.86

BIS Digital

Integrating Excellence™



Business Information Systems, Inc
 1350 NE 56th Street, Suite 300 • Ft. Lauderdale, FL 33334
 Phone: (800) 834-7674 • Fax: (877) 858-5611

Date Sunday, March 22, 2015

Quote Number Q-8008887-3.22.2015

Sales Consultant Jack Farguson
 (800) 834-7674x4553
 jack.farguson@bisdigital.com

Primary Contact Lee Ann Jones, County Judge
 110 S. Sycamore
 Room 216-A
 Carthage, Texas 75633
 (903) 693-0391
 leeann.jones@co.panola.tx.us

Billing Address Panola Co TX / A-1008639
 108 S. Sycamore
 Carthage, Texas 75633

Shipping Address Same

Users To Train Yes

Wiring Required Yes

Installation Notes Quote includes providing and installation of 4 Channel Audio and Three channel Video with two cameras and integration with evidence presentation system. These systems will use existing county computers. Maintenance and software assurance are billed annually. These are recommended services, but not required.

This quote includes both courtrooms

Item	Code	Qty	Unit Price	Total Price
DCR Kit (4 Channel) Digital Audio/Video Recording Software & USB Mixer	DCR-4K	2	\$3,995.00	\$7,990.00
2nd Video Channel for DCR Products	DCR-AOV-2	2	\$300.00	\$600.00
3rd Video Channel for DCR Products	DCR-AOV-3	2	\$200.00	\$400.00
Courtroom IP Camera	BIS-VC-IP-CR	4	\$599.00	\$2,396.00
CAT6 Cable (Plenum) - 1,000ft Roll	BIS-W-	0.5	\$499.00	\$249.50

BIS Digital

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	CAT6			
On-site Setup, Installation and Training	SIT	1	\$2,400.00	\$2,400.00
Annual DCR On-Site Service & Support (Contract to be issued upon installation)	NMNT-DCR	1	\$1,560.00	\$1,560.00
Annual DCR Software Assurance	DCR SAS	2	\$300.00	\$600.00
2% Discount-Texas DIR Contract (On SIT, Maintenance & Support)	Discount-TX (SIT & MNT)	1	(\$91.00)	(\$91.00)
7% Discount-Texas DIR Contract (On Hardware & Software)	Discount-TX (HW & SW)	1	(\$800.00)	(\$800.00)
			Sales Tax Rate	%
			Total (Excluding Sales Tax)	\$15,304.50

4/8 Channel Audio or Audio and Video (Desktop)

- 1 GB RAM (For Windows XP) / 2 GB (For Windows Vista or Windows 7)
- 160 GB Hard Drive / 8 MB Cache / 7200 RPM
- CD Writer (For Audio) or DVD Writer (For Video)
- 2.8 GHz Intel Core 2 Duo (Not AMD or Atom / Nano Processors)
- Ethernet RJ-45 Network Interface
- AGP 8x or PCI-Express 128MB Video Display Card
- USB 2.0 Port (x2)
- Windows XP Professional, Vista For Business Operating System or 7 Professional
- Roxio Easy CD Creator 8 (Not Necessary with Windows Vista for Business or Windows 7 Professional)
- PCI Slot (For 8ch. systems only)

4/8 Channel Audio or Audio and Video (Portable)

- 1 GB RAM (For Windows XP) / 2 GB (For Windows Vista or Windows 7)
- 120 GB Hard Drive / 8 MB Cache / 7200 RPM
- CD Writer (For Audio) or DVD Writer (For Video)
- 2.8 GHz Intel Core 2 Duo (Not AMD or Atom / Nano Processors)
- Ethernet RJ-45 Network Interfaces
- USB 2.0 Ports
- PCMCIA Slot (For 8ch. systems only)
- Windows XP Professional, Vista For Business Operating System or 7 Professional
- Roxio Easy CD Creator 8 (Not Necessary with Windows Vista for Business or Windows 7 Professional)

Live Stream & On-Demand Requirements

- BIS Digital, Inc. recommends customer can transmit continuous stream of 300kbps or more for optimal performance

All specifications are subject to change without notice. All computers sourced from third parties must first be approved by BIS Digital prior to purchase.

Video Conferencing Hardware/Software		Pricing is on separate sheet
Annual cost for service		
Recorder for Video Conference		
Additional Devices		
Additional Devices		
Equipment, Labor, & Installation		

PROPOSER:

COMPANY NAME: BIS Digital

BY: Jack Farguson

PRINTED NAME: Jack Farguson

TITLE: Account Manager Northern Texas

DATE: 3/19/15

ADDRESS: 1350 NE 56th Street, Ft lauderdale, Florida

TELEPHONE: 800-834-7674

FAX: 877-858-5611

EMAIL: jack.farguson@bisdigital.com

APPROVED:

County Judge

Date