



4. **Cooperative Purchasing.** AVTG shall provide product and/or services for the requisite term in accordance with DIR Contract Number DIR-TSO-4075, attached as Exhibit "C," and incorporated by reference.
5. **Compliance with Terms of State or Federal Grants.** This Agreement has been or will be funded with monies received by the County as Grantee of a federal grant (i.e. the Homeland Security Grant Program), as outlined in the Statement of Grant Award, attached hereto as Exhibit "D," and incorporated by reference. AVTG will comply with all provisions of said grant award, to the extent applicable to AVTG or as a subgrantee under said contract, and said provisions shall be deemed a part of the Agreement, as though fully set forth herein.
6. **Payment.** Payment shall be made by County within thirty (30) days of receipt of invoice.
7. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by County under this Agreement, County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to County.
8. **Insurance.** Prior to commencement of the services under this Agreement, AVTG shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. AVTG shall provide certified copies of insurance endorsements and/or policies if requested by County. AVTG shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. AVTG shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

(a) Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

(b) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

(c) Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

(d) Professional Liability insurance with limits not less than \$1,000,000.

County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of AVTG shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

If required coverage is written on a claims-made basis, AVTG warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time that work under the Agreement is completed.

9. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
10. **Confidential Information.** AVTG expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T. CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by AVTG shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.
11. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless AVTG for any reason are hereby deleted.
12. **Performance Warranty.** AVTG represents to County that AVTG has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and AVTG will apply that skill and knowledge with care and due diligence to ensure that the services provided hereunder will be performed and delivered in accordance with the highest professional standards.
13. **Software Assurance.** AVTG represents and warrants that any software and any related systems installed by AVTG and/or services related to its software (collectively, the "Software") furnished by to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. AVTG will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of the AVTG's Software infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and the AVTG's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the Parties.
14. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by AVTG in any way associated with the Agreement.
15. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
16. **Governing Law.**
  - 16.1 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
  - 16.2 As required by Chapter 2270, Government Code, AVTG hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement.

- 16.3 By signature below, AVTG represents pursuant to Section 2252.152 of the Texas Government Code, that AVTG is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
- 16.4 By signature below, AVTG acknowledges that Fort Bend County is opposed to Human Trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.
17. **Compliance with Laws.** AVTG shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker’s Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required and requested by County, AVTG shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
18. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
19. **Federal Compliance.** AVTG understands and acknowledges that this Agreement may be totally or partially funded with federal and/or state funds, as outlined in the attached Exhibit “D,” incorporated by reference.
- 19.1 As a condition of receiving these funds, AVTG represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third-party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. AVTG shall require that these clauses shall be included in each covered transaction at any tier.
- 19.2 ADA Access. AVTG agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws; (4) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35; (5) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630.
- 19.3 **Child Support.** Per Texas Family Code § 231.006, a child support obligor or business entity remains ineligible to receive payments from state funds under a contract to provide property, materials, or services; or a state funded loan until:
- a. all arrearages have been paid;
  - b. the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or

- c. the court of continuing jurisdiction over the child support order has granted the obligor an exemption from ineligibility as part of a court-supervised effort to improve earnings and child support payments.

Before payment can be released AVTG will supply County with the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity. Under Family Code § 231.006, AVTG certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate.

#### 19.4 **Civil Rights/Nondiscrimination Requirements.**

- a. AVTG will comply, with the nondiscrimination requirements which may include the Civil Rights Act of 1964 (42 USC § 2000d); the Civil Rights Act of 1968 (42 USC § 3601 et seq.); the Rehabilitation Act of 1973 (29 USC § 794); the Americans With Disabilities Act (ADA) of 1990 (42 USC § 12131-34); the Education Amendments of 1972 (USC §§ 1681, 1683, 1685-86); Title IX of the Education Amendments of 1972 (Equal Employment in Education Act) (20 USC § 1681 et seq.); the Age Discrimination Act of 1975 (42 USC §§ 6101-07); Titles I, II and III of the Americans with Disabilities Act; the Drug Abuse and Treatment Act of 1972 (PL 92-255); the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (PL 91-616); Sections 523 and 527 of the Public Health Service Act of 1912 (42 USC §§ 290dd-3 and 290ee-3); and 28 CFR 38 (Equal Treatment for Faith-Based Organizations); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations) and Ex. Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations). AVTG also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by the Office of the Governor and U.S. Department of Homeland Security, modified only if necessary to identify the affected parties.
- b. More specifically, AVTG will comply with:
  - i. *Civil Rights Act of 1964.* AVTG must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
  - ii. *Civil Rights Act of 1968.* AVTG must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. Section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units- i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Section 100.201.)

- iii. *Rehabilitation Act of 1973*. AVTG must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. Section 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
  - iv. *Education Amendments of 1972*. AVTG must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
  - v. *Americans with Disabilities Act of 1990*. AVTG must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. Sections 12101- 12213).
  - vi. *Age Discrimination Act of 1975*. AVTG must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, Section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
  - vii. *Nondiscrimination in Matters Pertaining to Faith-Based Organizations*. It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. AVTG must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- 19.5 **Copyright**. AVTG will affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g. classified information or other information subject to national security or export control laws or regulations.)
- 19.6 **Cooperation with Monitoring, Audits and Records Requirements**.
- a. AVTG agrees to cooperate with the Office of the Governor and any relevant federal agency generally, including on any compliance review or complaint investigation conducted by the Federal sponsoring agency or the Office of the Governor and on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits.
  - b. AVTG shall maintain adequate records that enable the Office of the Governor and any relevant federal agency to complete monitoring tasks, including to verify all reporting measures, requests for reimbursements, and expenditure of match funds related to this Grant Agreement. AVTG shall maintain such records as are deemed necessary by the Office of the Governor, the State Auditor's Office, other auditors of the State of Texas, the federal government or such other persons or entities designated or authorized by the Office of the Governor to ensure proper accounting for all costs and performances

- related to the Grant Agreement.
- c. The Office of the Governor may request documented proof of payment. Acceptable proof of payment includes, but is not necessarily limited to, a receipt or other documentation of a paid invoice, a general ledger detailing the specific revenue and expenditures, a monthly bank statement evidencing payment of the specific expenditure, bank reconciliation detail, copies of processed checks, or a printed copy of an electronic payment confirmation evidencing payment of the specific expenditure to which the reimbursement relates.
  - d. AVTG authorizes DHS, the Office of the Governor, the Texas State Auditor's Office, the Comptroller General of the United States, and any relevant federal agency, and their representatives, the right to audit, examine, and copy all paper and electronic records, books, documents, accounting procedures, practices, and any other requested records, in any form; relevant to this Agreement and will make them readily available upon request. AVTG will similarly permit access to facilities, personnel, and other individuals and information as may be necessary.
  - e. If requested, AVTG shall submit to the Office of the Governor a copy of its most recent independent financial audit, any audited financial statements, related management letters and management responses of AVTG, and financial audit documents or portions thereof that are directly related to AVTG performance of its obligations under this Agreement.
  - f. The Office of the Governor may make unannounced monitoring visits at any time but will, whenever practical as determined at the sole discretion of the Office of the Governor, provide AVTG with up to five (5) business days advance notice of any such examination or audit. Any audit of records shall be conducted at the AVTG' principal place of business and/or the location(s) of the AVTG' operations during the AVTG' normal business hours. AVTG shall provide to the Office of the Governor or its designees, on the AVTG' premises, private space, office furnishings (including lockable cabinets), telephone services and Internet connectivity, utilities, and office-related equipment and duplicating services as the Office of the Governor or its designees may reasonably require to perform the audits described in this section.
  - g. In addition to the information contained in the required reports, other information may be required as requested by the Office of the Governor, including the Office of the Governor asking for more information regarding project performance or funds expenditures. In the event the Office of the Governor requires additional information regarding the information or data submitted, AVTG will promptly provide the additional information. AVTG also agrees to assist the Office of the Governor in responding to questions and assisting in providing information responsive to any audit, legislative request, or other inquiry regarding the grant award. Upon the request of the Office of the Governor, AVTG must submit to the Office of the Governor any additional documentation or explanation the Office of the Governor may desire to support or document the requested payment or report submitted under this Agreement.
  - h. If after a written request by the Office of the Governor or a relevant federal agency, AVTG fails to provide required reports, information, documentation, or other information within reasonable deadlines set by the Office of the Governor or the relevant federal agency, as required by this Agreement, or fails to fulfil any requirement in this section, then the Office of the Governor may consider this act a possible default under this Agreement, and AVTG may be subject to sanctions including but not limited

to, withholdings and/or other restrictions on the access to funds; referral to relevant agencies for audit review; designation of AVTG as a high-risk Contractor; or termination of awards.

19.7 **Debt to State.** The State shall not be responsible for any debts associated with this Agreement.

19.8 **DHS Specific Acknowledgements and Assurances.**

- a. All contractors, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
- b. AVTG must cooperate with any compliance reviews or compliance investigations conducted by DHS.
- c. AVTG must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
- d. AVTG must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- e. AVTG must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
- f. If, during the past three years, AVTG has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
- g. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against AVTG or AVTG settles a case or matter alleging such discrimination, AVTG is obligated to share this information with the County. The County is required to then forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.
- h. The United States has the right to seek judicial enforcement of these obligations.

19.9 **Energy Policy and Conservation Act.** AVTG must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Section 6201) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

19.10 **Examination of Records.**

- a. AVTG agrees to provide County, the Office of the Governor and U.S. Department of Homeland Security, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of AVTG which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts and transcriptions. AVTG agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- b. AVTG agrees to comply and will require all subcontractors of any tier to comply with the record retention requirements in accordance with 2 C.F.R. 200.333. AVTG agrees to retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, all books, records, accounts, statistics, leases, subcontracts, arrangements other third party arrangements of any type, reports, and supporting materials related to those records required under the Agreement for a period of not less than three years after the date of termination or expiration of the Agreement, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case AVTG agrees to maintain same until County, the Office of the Governor and U.S. Department of Homeland Security, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

**19.11 Program Fraud, False Claims Act and Program Fraud Civil Remedies.**

- a. AVTG must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See also 31 U.S.C. Section 3801-3812 which details the administrative remedies for false claims and statements made and 38 USC § 3801-3812 which details the administrative remedies for false claims and statements made.)
- b. AVTG acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, AVTG certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to Agreement or the DHS assisted project for which the Agreement work is being performed. In addition to other penalties that may be applicable, AVTG further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on AVTG to the extent the Federal Government deems appropriate.
- c. AVTG also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by DHS, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on AVTG, to the extent the Federal Government deems appropriate.
- d. AVTG agrees to include the above three clauses in each subcontract financed in whole or in part with Federal assistance provided by DHS. It is further agreed that the clauses shall not be modified, except to identify the subcontractors who will be subject to the provisions.

**19.12 Reporting of Fraud, Waste, and Abuse.** AVTG understands that in the event County becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from the Office of the Governor that is made against AVTG, the County is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations. The County must also promptly refer to OOG any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has – (1) submitted a claim for award funds that violates the False Claims Act; or

(2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. County must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. County must notify the local prosecutor's office of any possible criminal violations.

- 19.13 **Political Activities.** AVTG is prohibited from using federal funds directly or indirectly for political purposes, including polling, lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
- 19.14 **Resource Recovery.** AVTG agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.
- 19.15 **Retention of Records.** AVTG agrees to maintain fiscal records and supporting documentation for all expenditures related to this Agreement pursuant to 2 CFR 200.333, UGMS, and state law. AVTG must retain, and will require its subcontractors of all tiers to retain, these records and any supporting documentation for a minimum period of not less than three (3) years after the date of termination or expiration of the Agreement or any litigation, dispute, or audit arising from the performance of the Agreement. Records related to real property and equipment acquired with grant funds shall be retained for three (3) years after final disposition. The Office of the Governor’s Criminal Justice Division (CJD) reserves the right to direct a grantee to retain documents for a longer period of time or transfer certain records to CJD custody when it is determined the records possess longer term retention value.
- 19.16 **Prompt Payment.** AVTG is required to pay its subcontractors performing work related to the Underlying Agreement for satisfactory performance of that work no later than 30 days after AVTG’ receipt of payment for that work from County. In addition, AVTG is required to return any retainage payments to those subcontractors within 30 days after the subcontractor’s work is satisfactorily completed.
- 19.17 **SAFECOM.** Recipients and subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- 19.18 **Terrorist Financing.** AVTG must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

- 19.19 **Text Messaging While Driving.** AVTG is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
- 19.20 **Trafficking Victims Protection Act.** AVTG will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from awarding funds to a private entity or individual who has (1) engaged in severe forms of trafficking in persons during the period of time that the award is in effect; (2) procured a commercial sex act during the period of time that the award is in effect or (3) used forced labor in the performance of the award or sub-awards under the award. AVTG shall must inform County immediately upon receipt of any information from any source alleging a violation of a prohibition of TVP. Violation of this clause, may result in termination of this Agreement.
- 19.21 **USA Patriot Act of 2001.** AVTG must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. Sections 175-175c.
- 19.22 **Use of DHS Seal, Logo and Flags.** AVTG must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- 19.23 **No Obligation by Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, AVTG, or any other party pertaining to any matter resulting from the contract.
- 19.24 **Notice of Funding Opportunity.** All of the instructions, guidance, limitations, and other conditions set forth in the federal Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions.
- 19.25 **Contracting with Small, Minority Firms, Women’s Business Enterprises and Labor Surplus Area Firms.** AVTG will take all necessary, affirmative steps to assure that qualified small and minority businesses, women’s business enterprises, and labor area surplus firms are used when possible by:
- a. Placing small and minority businesses and women’s business enterprises on solicitation lists;
  - b. Assuring that it solicits small and minority businesses and women’s business enterprises whenever they are potential sources;
  - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises;
  - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women’s business enterprises;
  - e. Utilizing the assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - f. AVTG must require subcontractors to take the five affirmative steps described in a-e above.
20. **Conflict.** In the event there is a conflict between this Addendum and the AVTG Terms & Conditions attached hereto, this Addendum controls. In addition, if there is a conflict between this Addendum and the DIR Contract, the DIR Contract No. DIR-TSO-4075 shall

control.

21. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
22. **Electronic and Digital Signatures.** The parties to this Agreement agree that the electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
23. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
24. **Security.** When performing services for the County, AVTG shall comply with, and ensure that all AVTG Personnel comply with, all rules, regulations and policies of County that are communicated to AVTG in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

*{EXECUTION PAGE FOLLOWS}*

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IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

AUDIO VISUAL TECHNOLOGIES GROUP

\_\_\_\_\_  
KP George  
County Judge

\_\_\_\_\_  
Authorized Agent - Signature

ATTEST:

\_\_\_\_\_  
Ashwak Brown  
Authorized Agent - Printed Name

\_\_\_\_\_  
Laura Richard, County Clerk

\_\_\_\_\_  
President  
Title

\_\_\_\_\_  
7/20/2020  
Date

#### AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$127,577.49 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

#### ATTACHMENTS:

- EXHIBIT A: PROJECT PROPOSAL AND SCOPE OF WORK
- EXHIBIT B: QUOTE
- EXHIBIT C: DIR CONTRACT #DIR-TSO-4075
- EXHIBIT D: STATEMENT OF GRANT AWARD

I:/2020 Agreements/Homeland Security/Audio Visual Tech/Addendum to Proposal (LSL 7.6.20) Contract Req #20-OEM-100971

# **EXHIBIT A**

## **Project Proposal & Scope of Work**

# Project Proposal:

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## **Fort Bend County Alt. OEM –A/V Update AUDIO VISUAL SYSTEMS**

6/29/2020

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## Audio Visual Technologies Group

[www.avtg.com](http://www.avtg.com)

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# Project Proposal

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## *Fort Bend County – Alternate OEM A/V Update*

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### **Copyright**

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# Project Proposal



## *Fort Bend County – Alternate OEM A/V Update*

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# Project Proposal



## Fort Bend County – Alternate OEM A/V Update

### 1 INTRODUCTION

**Audio Visual Technologies Group, Inc. (AVTG)** is a Houston, TX-based company established in 1952. We are focused on providing our customers with the industry's most advanced audio visual, digital signage, and video conferencing technologies. We strive to provide the best technologies, applications and deployment options to meet our customers' business needs.

Our mission is to build long-term customer relationships by providing the latest audio visual and conferencing technology combined with the highest quality design, installation, and service that exceed our customers' expectations.

Our team of AV specialists will coordinate your complex design project and will work closely with your staff or contractors. We can provide staff with the following qualifications to ensure a professional audio visual design and installation for your project.

- CTS-D Certified Audio Visual Systems Design Engineer
- PMP Certified Project Manager
- Manufacturer Training Certifications

We take the time to develop a written scope of work, detailed design, and budget based on applications that will help drive overall system usage and value. Our project managers will closely work with your staff and contractors to insure that we finish the project on budget and schedule.

We want to help your organization improve communication, drive efficiency, and reduce operational costs. Our goal is helping organizations gain a competitive edge by leveraging the speed of technology in audio visual, digital signage, and conferencing technology.

Minimizing downtime is crucial to our customers. We offer service and preventative maintenance contracts to fit your needs, so you can worry less about your equipment and concentrate on your business.

In 2014, Houston Business Journal ranked AVTG as the 3<sup>rd</sup> fastest growing woman owned business. AVTG was profiled in the June 2015 edition of [Forbes Magazine](#). For more information about our solutions or services, please call us at **800.522.3687** or visit our web site [www.avtg.com](http://www.avtg.com).



# Project Proposal



## Fort Bend County – Alternate OEM A/V Update

### 2 SCOPE OF WORK

Audio Visual Technologies Group proposes to install and integrate an updated A/V system in the Jane long basement for the alternate OEM. Below is a breakdown of what AVTG will be installing and programming for this space.

#### 2.1 FBC – Alt. OEM

The following will be installed in these areas:

##### 2.1.1 Room Inputs and Outputs

- The following areas will be upgraded to HD formatted devices from Crestron.
  - Training Room
  - JIC
  - Phone Bank
  - Planning Breakout Room
  - Command
  - OPS
  - Breakroom
- AVTG will be removing the existing Extron matrix switcher and all related end point a/v components and installing a network based A/V system in its place. These Crestron encoders and decoders will be routed through several Extreme network switches and provide efficient video routing to the OFE displays and projectors that are currently installed through the Alternate OEM.
- Below is a breakdown of the owner furnished outputs and inputs in each area:
  - Training Room –
    - Outputs
      - Seven owner furnished displays
  - JIC –
    - Inputs
      - HDMI Input
    - Outputs
      - Five owner furnished displays
      - One owner furnished projector and 8' screen.
  - Phone Bank
    - Outputs
      - Two owner furnished displays
  - Planning Breakout Room
    - Input

# Project Proposal



## Fort Bend County – Alternate OEM A/V Update

- HDMI wall plate TX
  - Outputs
    - One owner furnished display
    - One owner furnished projector
- Command
  - Input
    - Lifesize system
  - Outputs
    - Three owner furnished displays
- OPS
  - Inputs
    - Seventeen station inputs
    - HDMI wall plate
  - Outputs
    - Twelve owner furnished displays
    - One owner furnished projector
- Break Room
  - Outputs
    - Two owner furnished displays
- In addition to the current inputs stated above Fort Bend County will be adding to the existing rack four cable tuners with HDMI connections to be able to push selected TV channels to any output location.

DM NVX is DigitalMedia on the network



# Project Proposal

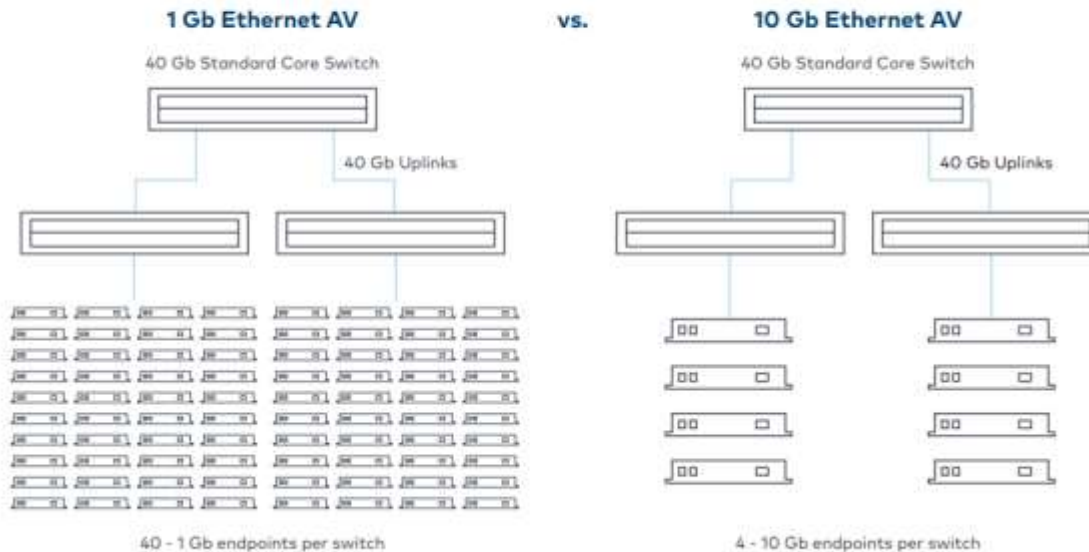


## Fort Bend County – Alternate OEM A/V Update

### 2.1.2 Example of Crestron NVX Design:

### DM NVX uses standard 1 Gb Ethernet infrastructure

10 Gb infrastructure costs more, doesn't scale, and provides no additional benefits:



### 2.1.3 Control and Programming

- AVTG has provided control end points via Crestron touch panels in key areas and provided wireless options. In addition AVTG will provide the ability to use Crestron Xpanel software providing end users to pull up a virtual touch panel to route feeds to different destinations throughout the Alt. OEM. AVTG will design a GUI that is easy to use and understand. We will provide screenshots and get approval before implementing the final GUI. Below are the touch panels in the design:



**TST-902**  
8.7" Wireless Touch Screen



**TSW-760-B-S**  
7 in. Touch Screen, Black Smooth

# Project Proposal

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## ***Fort Bend County – Alternate OEM A/V Update***

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### **2.1.4 Additional Installations**

- AVTG will be installing in some areas owner furnished displays and projectors. In addition, AVTG will be installing a projection screen that is included in the proposal.

### **2.2 Training**

AVTG will provide full training on the system after the install team and programming team have completed their tasks. This is included in the proposal.

### **2.3 Warranty**

Most of the system is Crestron so all Crestron components comes with three year parts and labor warranty.

AVTG provides a 90 day service install warranty standard with all projects. On request, we can provide pricing for a one year or three year option for service warranty.

# Project Proposal

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## *Fort Bend County – Alternate OEM A/V Update*

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### **3 Price Quote**

The following pages contain the proposed equipment and pricing for the installation and programming of the features described in this document.

# **EXHIBIT B**

## **Project Quote**



Audio Visual Technologies Grp  
 12502 Exchange Dr., STE 404  
 Stafford, TX 77477  
 281-240-2100 Fx 281-240-2250

**Project Number: 102105**

For :
FORT BEND COUNTY OEM FBC - ALT OEM - HD UPDATE
This ** Proposal ** is Valid for 30 Days.

** Proposal ** to:
FORT BEND COUNTY AUDITOR PURCHASING PURCHASING 301 JACKSON STREET RICHMOND, TX 77469 Tel: (281) 341-4584

Project Site:
FORT BEND COUNTY OEM CHARLES KING 500 LIBERTY BASEMENT RICHMOND, TX 77469 Tel: 281-341-4584

Qty	Mfr-Part No.	Description	Unit Price	Extended
<b>FORT BEND COUNTY OEM - HD UPDATE OF A/V</b>				
<b>DIR-TSO-4075 - EMERGENCY PREPAREDNESS &amp; RELATED SERVICES</b>				
<b>NETWORK</b>				
3	EXT-X440-G2-48P-10G E4	EXTREME NETWORKS 10G POE+ SWITCH	4,468.00	13,404.00
3	EXT-9700416535	EXTREME NETWORKS EW NBD AHR, 1YR, (16535)	292.00	876.00
3	EXT-5601313U1	USA, POWER CORD, NEMA 5-15, C13	22.00	66.00
8	EXT-10301	EXTREME NETWORKS SR SFP + MODULE	995.00	7,960.00
1	NET-WAC730	NETGEAR DUAL BAND WIRELESS -AC ACCESS POINT	293.00	293.00
<b>HEAD END RACK</b>				
<b>CONTROL, SWITCHING, &amp; SCALING</b>				
4	CRE-DM-NVX-350	CRESTRON NVX TRANSMITTER	1,015.00	4,060.00
4	OFE-CABLE-RECEIVE RS	OWNER FURNISHED CABLE TUNER BOXES		
1	CRESTRO-PRO3	3-SERIES CONTROL SYSTEM«	2,990.00	2,990.00
<b>SYSTEM CABLING</b>				
4	CRE-CBL-HD-6	CRESTRON« CERTIFIED HDMI« INTERFACE CABLE, 6 FT	28.00	112.00
3	C2G-41192	CABLES TO GO 35' HDMI CABLE PLENUM	148.00	444.00
600	LIBERTY-24-4P-P-L6-E N-BLK	BLACK CATEGORY 6 U/UTP EN SERIES 23 AWG 4 PAIR unshielded cable	356.00 M	213.60

Qty	Mfr-Part No.	Description	Unit Price	Extended
1000	LIBERTY-22-1P-CMP-E Z-BLK	BLACK HIGH-PERFORMANCE EZ-STRIP BROADCAST AUDIO  22 AWG 1 pair shielded plenum cable	208.00 M	208.00
1	LIBERTY-16-2C-P-BLK	BLACK COMMERCIAL GRADE GENERAL PURPOSE 16 AWG 2  conductor plenum cable	0.23 M	0.23
<b>TRAINING ROOM</b>				
<b>FLATPANEL DISPLAYS</b>				
7	OFE-DISPLAYS	OWNER FURNISHED AND INSTALLED DISPLAYS		
<b>VIDEO PROJECTION</b>				
1	OFE-PROJECTOR	OWNER FURNISHED AND INSTALLED PROJECTOR		
<b>CONTROL, SWITCHING, &amp; SCALING</b>				
8	CRE-DM-NVX-350	CRESTRON NVX TRANSMITTER	1,015.00	8,120.00
1	CRESTRON-TSW-760- W-S	7 INCH TOUCH SCREEN, WHITE SMOOTH	790.00	790.00
1	crestron-TSW-760-TTK- W-S	TABLETOP KIT FOR TSW-760, WHITE SMOOTH	113.00	113.00
<b>SYSTEM CABLING</b>				
9	CRE-CBL-HD-6	CRESTRON« CERTIFIED HDMI« INTERFACE CABLE, 6 FT	28.00	252.00
1500	LIBERTY-24-4P-P-L6-E N-BLK	BLACK CATEGORY 6 U/UTP EN SERIES 23 AWG 4 PAIR  unshielded cable	356.00 M	534.00
<b>JIC</b>				
<b>FLATPANEL DISPLAYS</b>				
4	OFE-DISPLAYS	OWNER FURNISHED AND INSTALLED DISPLAYS		
<b>SWITCHING, CONTROL, and SCALING</b>				
1	CRE-DM-NVX-350	CRESTRON NVX TRANSMITTER	1,015.00	1,015.00
5	CRE-DM-NVX-350	CRESTRON NVX RECEIVER	1,015.00	5,075.00

Qty	Mfr-Part No.	Description	Unit Price	Extended
<b>VIDEO PROJECTION</b>				
1	DAL-91984	DA LITE DESIGNER CONTOUR MANUAL W/CSR 52"X92X106" DIAG	470.00	470.00
<b>SYSTEM CABLING</b>				
6	CRE-CBL-HD-6	CRESTRON« CERTIFIED HDMI« INTERFACE CABLE, 6 FT	28.00	168.00
900	LIBERTY-24-4P-P-L6-E N-BLK	BLACK CATEGORY 6 U/UTP EN SERIES 23 AWG 4 PAIR  unshielded cable	356.00 M	320.40
1	LIBERTY-PC-G1791-E- P-C	CLASSIC CLEAR SINGLE GANG HDMI W/6" PIGTAIL	23.00	23.00
<b>PHONE BANK</b>				
<b>FLATPANEL DISPLAYS</b>				
2	OFE-DISPLAYS	OWNER FURNISHED AND INSTALLED DISPLAYS		
<b>SWITCHING, CONTROL, and SCALING</b>				
2	CRE-DM-NVX-350	CRESTRON NVX RECEIVER	1,015.00	2,030.00
<b>SYSTEM CABLING</b>				
2	CRE-CBL-HD-6	CRESTRON« CERTIFIED HDMI« INTERFACE CABLE, 6 FT	28.00	56.00
200	LIBERTY-24-4P-P-L6-E N-BLK	BLACK CATEGORY 6 U/UTP EN SERIES 23 AWG 4 PAIR  unshielded cable	356.00 M	71.20
<b>PLANNING BREAKOUT ROOM</b>				
<b>FLATPANEL DISPLAYS</b>				
1	OFE-DISPLAYS	OWNER FURNISHED AND INSTALLED DISPLAYS		
<b>VIDEO PROJECTION</b>				
1	OFE-PROJECTOR	OWNER FURNISHED AND INSTALLED PROJECTOR		

Qty	Mfr-Part No.	Description	Unit Price	Extended
<b>SWITCHING, CONTROL, and SCALING</b>				
1	CRE-DM-NVX-350	CRESTRON NVX TRANSMITTER	1,015.00	1,015.00
2	CRE-DM-NVX-350	CRESTRON NVX RECEIVER	1,015.00	2,030.00
<b>SYSTEM CABLING</b>				
3	CRE-CBL-HD-6	CRESTRON« CERTIFIED HDMI« INTERFACE CABLE, 6 FT	28.00	84.00
1	C2G-41192	CABLES TO GO 35' HDMI CABLE PLENUM	148.00	148.00
450	LIBERTY-24-4P-P-L6-E N-BLK	BLACK CATEGORY 6 U/UTP EN SERIES 23 AWG 4 PAIR  unshielded cable	356.00 M	160.20
1	LIBERTY-PC-G1791-E- P-C	CLASSIC CLEAR SINGLE GANG HDMI W/6" PIGTAIL	23.00	23.00
<b>COMMAND</b>				
<b>FLATPANEL DISPLAYS</b>				
1	OFE-DISPLAYS	OWNER FURNISHED AND INSTALLED DISPLAYS		
2	OFE-DISPLAYS	OWNER FURNISHED DISPLAYS- FROM OLD OEM		
<b>SWITCHING, CONTROL, and SCALING</b>				
3	CRE-DM-NVX-350	CRESTRON NVX TRANSMITTER	1,015.00	3,045.00
4	CRE-DM-NVX-350	CRESTRON NVX RECEIVER	1,015.00	4,060.00
<b>VIDEO CONFERENCING</b>				
1	OFE-VC	OWNER FURNISHED LIFESIZE VIDEO CONFERENCING		
<b>SYSTEM CABLING</b>				
7	CRE-CBL-HD-6	CRESTRON« CERTIFIED HDMI« INTERFACE CABLE, 6 FT	28.00	196.00
1050	LIBERTY-24-4P-P-L6-E N-BLK	BLACK CATEGORY 6 U/UTP EN SERIES 23 AWG 4 PAIR  unshielded cable	356.00 M	373.80
<b>OPS</b>				

Qty	Mfr-Part No.	Description	Unit Price	Extended
<b>FLATPANEL DISPLAYS</b>				
12	OFE-DISPLAYS	OWNER FURNISHED AND INSTALLED DISPLAYS		
<b>VIDEO PROJECTION</b>				
1	OFE-PROJECTOR	OWNER FURNISHED AND INSTALLED PROJECTOR		
<b>SWITCHING, CONTROL, and SCALING</b>				
18	CRE-DM-NVX-350	CRESTRON NVX TRANSMITTER	1,015.00	18,270.00
13	CRE-DM-NVX-350	CRESTRON NVX RECEIVER	1,015.00	13,195.00
1	CRESTRO-TST-902	8.7" WIRELESS TOUCH SCREEN	2,144.00	2,144.00
1	CRESTRO-TST-902-DS W	WALL DOCK FOR TST-902	846.00	846.00
1	CRESTRO-CEN-GWEX ER	INFINET EX« & ER WIRELESS GATEWAY [AVAILABLE March 1, 2016]	254.00	254.00
1	CRESTRO-PW-2420RU	DESKTOP POWER PACK, 24VDC, 2A (50 WATTS), 2.1MM, Universal	141.00	141.00
<b>SYSTEM CABLING</b>				
31	CRE-CBL-HD-6	CRESTRON« CERTIFIED HDMI« INTERFACE CABLE, 6 FT	28.00	868.00
1	C2G-41192	CABLES TO GO 35' HDMI CABLE PLENUM	148.00	148.00
4800	LIBERTY-24-4P-P-L6-E N-BLK	BLACK CATEGORY 6 U/UTP EN SERIES 23 AWG 4 PAIR unshielded cable	356.00 M	1,708.80
<b>BREAK ROOM</b>				
<b>FLATPANEL DISPLAYS</b>				
2	OFE-DISPLAYS	OWNER FURNISHED DISPLAYS		
2	OFE-MOUNT	OWNER FURNISHED MOUNTS		
<b>SWITCHING, CONTROL, and SCALING</b>				
2	CRE-DM-NVX-350	CRESTRON NVX RECEIVER	1,015.00	2,030.00
<b>AUDIO</b>				

Qty	Mfr-Part No.	Description	Unit Price	Extended
1	EXTRON-70-883-02	VOLUME AND MUTE CONTROLLER - DECORA« WALLPLATE	96.00	96.00
2	CRESTRO-SAROS-IC6 T-W-T-EACH	SAROS« 6.5" 2-WAY IN-CEILING SPEAKER, WHITE Textured, Single (must be ordered in multiples of 2)	130.00	260.00
1	CRE-AMP-150-70	CRESTRON SINGLE CHANNEL AMPLIFIER 70V	282.00	282.00
<b>SYSTEM CABLING</b>				
2	CRE-CBL-HD-6	CRESTRON« CERTIFIED HDMI« INTERFACE CABLE, 6 FT	28.00	56.00
300	LIBERTY-24-4P-P-L6-E N-BLK	BLACK CATEGORY 6 U/UTP EN SERIES 23 AWG 4 PAIR unshielded cable	356.00 M	106.80
250	LIBERTY-16-2C-P-BLK	BLACK COMMERCIAL GRADE GENERAL PURPOSE 16 AWG 2 conductor plenum cable	226.00 M	56.50
1	AVTG-MISC	MISC. CABLES, CONNECTORS, HARDWARE	641.00	641.00
<b>PROJECT SUBTOTAL:</b>				<b>101,902.53</b>
<b>AVTG INSTALLATION SERVICES</b>				
<b>AVTG INSTALLATION SERVICES SUBTOTAL</b>				<b>24,352.20</b>

This \*\* Proposal \*\* is Valid for 30 Days.

Legend: M=1000Ft

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Luis Gomez, SALES

By signing this proposal, the signators of this agreement warrant that they have the authority to enter into this contract and that they have read and agree to the attached Terms & Conditions statement.

Shipping & Handling:	\$1,322.76
SubTotal:	\$127,577.49
Tax:	_____
Project Total:	<u>\$127,577.49</u>

## AVTG A/V System Integration Terms & Conditions

### System Implementation

AVTG will provide a turnkey system to include equipment, implementation and warranty, as defined on the attached Scope of Work and Project Quote. Our installation includes engineering, coordination and labor for display, video and related equipment to include required plates, connectors and cables.

#### System Engineering includes:

- Preparation of system functional interconnection diagram.
- Facility and equipment location.

#### Project Coordination includes:

Meetings with the client's technical representatives and project coordination team.

- System implementation monitoring.
- Project scheduling and oversight of AVTG team.
- Equipment staging at our shop.
- Assure final punch-list items are completed.

#### Field Labor includes:

- Pulling and bundling, termination and labeling of supplied cabling.
- Mounting and termination of computer interfaces.
- Installation of structural systems for supplied equipment.
- Control System Programming.
- Adjustment and balancing audio settings.
- Assure installed system functions as proposed.
- Site cleanup and trash removal.
- End-user training.

### Inclusions

All equipment, wire and accessories required for a fully functional audio and visual system.

Labor associated with turnkey engineering, installation, programming, testing, and training.

Documentation CD, including as-built system CAD diagrams and Operation & Maintenance manuals.

Coordination and cooperation with the construction team in regards to installing the system.

User training on system operation.

Any additional trips, labor or materials due to failure of other work forces to have the a/v system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.

DMX, DSS or other outside signals (provided by others) are not included in this scope of work unless previously agreed to on quotation.

Owner's architect will provide AVTG's engineering department with all required/ necessary architectural plans in AutoCad format at no-charge to AVTG.

AVTG reserves the right to modify our quotation pricing if proposal is not accepted within the stated time period.

AVTG may replace equipment vs. the Estimate/Quote should there be incompatibility, discontinuations etc. AVTG is not responsible for product discontinuations.

This quotation is based on installation at the specified site(s) set forth in the customer's requirements. If this configuration is to be used at other sites, travel and additional expenses may apply.

### Payment Terms:

Subject to credit approval, the Owner shall pay AVTG within normal AVTG terms, typically 30 days of invoice date. Should payment not be received within this timeframe, AVTG reserves the right to charge a Late Fee of 1.5% per month on unpaid balance(s).

Systems Integration work where procurement, installation and completion of the work extend beyond a period of greater than ten days from the date of the order will be subject to progressive billing or invoicing- in such case(s), AVTG will progressively bill for hardware, equipment, and materials received, stored and/or assigned to the project, along with a percentage of completed labor and services. Progressive billing/invoices are due and payable per AVTG normal credit terms of Net 30, unless otherwise stated in this quotation.

Due to the custom nature of A/V system integration, Owner requested changes once the equipment is in hand or in transit, will result in restocking fees. Provided that the manufacturer will accept return, restocking fees will be 30 - 50% of the equipment sales price plus freight in and out for standard equipment, and **100%** of the sales price plus freight for all **custom or special order items**. Any packaged software that has been opened **IS NOT** returnable/refundable. Should owner cancel a project in whole or part, prior to completion, the Owner agrees to pay AVTG for all costs incurred to date and/or to bring the project to a mutually acceptable close. In addition, the manufacturer must be willing to accept the returned item(s) with a restock fee. These costs are, but are not limited to: design and engineering services, control/dsp programming, project management, technical labor expended, sub-contracting expenses, materials and equipment costs, and

### Exclusions

The following are not included in our scope of work:

All conduit, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work, including but not limited to 110VAC, conduit, core drilling, raceway and boxes except those specifically quoted.

Voice/Data cabling, IE analog phone lines, ISDN lines, network ports, etc.

Network connectivity, routing, switching and port configuration necessary to support a/v equipment except as specifically quoted.

AVTG is not responsible for damaged or missing "existing data" on computers.

Concrete saw cutting and/or core drilling.

Fire-wall, ceiling, roof and floor penetration, patching removal or fire-stopping.

Necessary sheet rock replacement and/or repair.

Any and all millwork (moldings, trim, etc.)- All millwork or modifications to project millwork to accommodate the AV equipment is to be provided by others unless otherwise noted in this proposal.

Painting, patching or finishing of architectural surfaces.

Permits.

HVAC and plumbing relocation.

Rough-in, bracing, framing, or finish trim carpentry for installation.

Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required.

Any applicable taxes, permits or bonds related to the project, unless otherwise stated in quotation.

All normal shipping costs not part of original quote will be added as a pass through cost to progress billing.

Site specific training unless otherwise specified.

Unless otherwise specified, the warranty provisions in this contract do not cover Owner Furnished Equipment (OFE). In addition, owner furnished equipment shall not be controlled unless otherwise stated in the inclusions above.

Owner furnished equipment or equipment provided by others that is integrated into the system being supplied by AVTG is assumed to be current industry acceptable equipment in good working order. If it is determined that this equipment is faulty or non-compatible upon installation or adversely affects the system, additional project charges may be incurred.

With FCC wideband channel changes effective in early 2009, AVTG cannot guarantee effective "wireless" communication devices unless specifically included in quotation.

### Standard Warranty

AVTG warrants the A/V System furnished to be free from defects in workmanship (i.e., cables, connections, structures) failure for a period of 90 days, unless a one-year extended warranty has been quoted and accepted. This date will be from the date of acceptance or first beneficial use, whichever occurs first. Warranty service for such defects will be handled in a reasonable and timely manner from the time of notification to AVTG by the Owner or their agent.

Manufacturer's equipment warranties are of varying lengths (usually 90 days to 1 year). AVTG will warranty this equipment for the term established by the manufacturer on a DEPOT BASIS ONLY, unless an AVTG 1 year extended warranty is accepted in our quotation.

Warranty does not apply to any product that has been subject to misuse, neglect, accident, power pikes/surge/brown-out, overheating or operational error.

AVTG cannot be held liable for product continuations.

### Statement of Non-Disclosure

The document (s) and System Design involved with this Quote is /are AVTG Intellectual Property, not intended for outside distribution without written approval from AVTG's System Engineering Department.

Dissemination of this proprietary document is subject to Consultation/Design Fees of \$2,500.00 minimum per document.

Client cannot recruit AVTG's staff for a "side job" and will pay damages up to 30% of technician's annual pay if done.

# **EXHIBIT C**

**DIR-Contract No.DIR-TSO-4075**

**STATE OF TEXAS**  
**DEPARTMENT OF INFORMATION RESOURCES**  
**CONTRACT FOR PRODUCTS AND RELATED SERVICES**  
**SYNNEX CORPORATION**

**1. Introduction**

**A. Parties**

This Contract for Products and Related Services (“Contract”) is entered into between the State of Texas (“State”), acting by and through the Department of Information Resources (“DIR”) with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and SYNNEX Corporation (“Vendor”), with its principal place of business at 44201 Nobel Drive, Fremont, CA 94538.

**B. Compliance with Procurement Laws**

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-398, on February 16, 2017, for Emergency Preparedness and Disaster Recovery Information Technology (IT) Products and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-398 shall be posted by DIR on the Electronic State Business Daily.

**C. Order of Precedence**

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Exhibit 1, Vendor’s Response to RFO DIR-TSO-TMP-398, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-398, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

**2. Term of Contract**

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year term and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms

or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

**3. Product and Service Offerings**

**A. Products**

Products available under this Contract are limited to Emergency Preparedness and Disaster Recovery Information Technology (IT) products as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

**B. Services**

Services available under this Contract are limited to the technical services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

**4. Pricing**

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

Discount off MSRP offered to DIR as set forth in Appendix C, Pricing Index shall remain unchanged during two (2) year commencing on the last date of approval by DIR and Vendor and one (1) optional two-year term.

**5. DIR Administrative Fee**

**A)** The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

**B)** All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

**6. Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:  
Kelly Parker, CTPM, CTCM

Director, Cooperative Contracts  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 475-1647  
Facsimile: (512) 475-4759  
Email: [kelly.parker@dir.texas.gov](mailto:kelly.parker@dir.texas.gov)

If sent to the Vendor:

Heather Hunter  
SNNEX Corporation  
44201 Nobel Drive  
Fremont, CA 94538  
Phone: (864) 349-4064  
Email: [heatherh@synnex.com](mailto:heatherh@synnex.com)

**7. Software License Agreements**

**A. Shrink/Click-wrap License Agreement**

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

**B. Conflicting or Additional Terms**

In the event that conflicting or additional terms in Vendor Software License Agreements, Vendor Shrink/Click Wrap License Agreements, Vendor Service Agreements or linked or supplemental Vendor documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's

initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not without prior written agreement from Customer's authorized signatory, require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements do not apply to contracts between Customer and software publisher.

**8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.**

No exceptions have been agreed to by DIR and Vendor.

**(Remainder of Page Intentionally Left Blank)**

This Contract is executed to be effective as of the date of last signature.

**SYNNEX CORPORATION**

**Authorized By:** Signature on File

**Name:** Daniel Brennan

**Title:** Vice President & Senior Counsel

**Date:** 3/7/2018

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on File

**Name:** Hershel Becker

**Title:** Chief Procurement Officer

**Date:** 3/22/2018

**Office of General Counsel:** DB 3/20/2018

# **EXHIBIT D**

## **Statement of Grant Award**

**Statement of Grant Award (SOGA)**

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

<b>Grant Number:</b>	2971705	<b>Award Amount:</b>	\$353,250.00
<b>Date Awarded:</b>	10/10/2019	<b>Grantee Cash Match:</b>	\$0.00
<b>Grant Period:</b>	01/01/2020 - 12/31/2020	<b>Grantee In Kind Match:</b>	\$0.00
<b>Liquidation Date:</b>	03/31/2021	<b>Total Project Cost:</b>	\$353,250.00
<b>Program Fund:</b>	HS-Homeland Security Grant Program (HSGP)		
<b>Grantee Name:</b>	Fort Bend County		
<b>Project Title:</b>	Fort Bend County - EOC Technology Sustainment & Video Switcher		
<b>Grant Manager:</b>	Jim Hershey		
<b>DUNS Number:</b>	081497075		
<b>CFDA:</b>	97.067 - Homeland Security Grant Program (HSGP)		
<b>Federal Awarding Agency:</b>	U.S. Department of Homeland Security, Federal Emergency Management Agency		
<b>Federal Award Date:</b>	8/28/2019		
<b>Federal/State Award ID Number:</b>	EMW-2019-SS-00034-S01		
<b>Total Federal Award/State</b>	\$98,436,639.00		

**Funds****Appropriated:****Pass Thru****Entity Name:** Texas Office of the Governor – Homeland Security Grants Division (HSGD)**Is the Award****R&D:** No**Federal/State  
Award****Description:**

The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.