

STATE OF TEXAS

§

§

COUNTY OF FORT BEND

§

**AGREEMENT FOR FACILITIES CAMERA EQUIPMENT AND MAINTENANCE
PURSUANT TO DIR-TSO-4247**

THIS AGREEMENT is made and entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Audio Visual Technologies Group, Inc. ("Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor install and provide maintenance for video surveillance camera equipment at the Fort Bend County Transit Facility, which meets or exceeds the specifications contained in Exhibit A ("Services") pursuant to DIR-TSO-4247; and

WHEREAS, Contractor represents that it is qualified and desires to perform such Services; and

WHEREAS, Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services:

Contractor shall render Services to County as defined in the Project Proposal, attached hereto as Exhibit A, which includes the Scope of Work and Price Quote.

Section 2. Personnel

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the

opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in Exhibit A. The Maximum Compensation for contract services is Eighty-Seven Thousand Forty-Four dollars and 97/100 (\$87,044.97). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 Contractor understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the Exhibit A.

3.3 All performance of the services by Contractor including any changes in the services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.4 County will pay Contractor based on the following procedures: Upon completion of each Service Event, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for Services performed in a form acceptable to County. Contractor may submit electronically via: apauditor@fbctx.gov. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Eighty-Seven Thousand Forty-Four dollars and 97/100 (\$87,044.97) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed Eighty-Seven Thousand Forty-Four dollars and 97/100 (\$87,044.97).

4.3 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.

Section 5. Time of Performance or Term

The original term of this Agreement will begin upon execution by County and end September 30, 2023. Thereafter, this Agreement shall renew annually, upon written agreement by the parties, for a period of time not to exceed a total of four years (ending September 30, 2027), unless sooner terminated as provided herein.

Section 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

7.1 Termination for Convenience

7.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice issued by the County Judge or the Department Director.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Section 5 or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed by Contractor. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form 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:

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

Section 11. Indemnity

CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES. THE PARTIES AGREE THAT THIS INDEMNIFICATION PROVISION SHALL APPLY DURING THE PERFORMANCE OF SERVICES AS WELL AS DURING THE PERFORMANCE OF ANY CONTINUING OBLIGATIONS THAT MAY EXIST (IF ANY) AFTER THE EXPIRATION OF THIS AGREEMENT.

Section 12. Confidential and Proprietary Information

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any

Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Contractor 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 Consultant 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. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 13. Independent Contractor

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 14. Notices

14.1 Each party giving any notice or making any request, demand, or other communication (each, a “Notice”) pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Public Transportation Department
 Attn: Director
 301 Jackson Street
 Richmond, Texas 77469

With a copy to: Fort Bend County
 Attn: County Judge
 401 Jackson Street, 1st Floor
 Richmond, Texas 77469

Contractor: Audio Visual Technologies Group, Inc.
 12502 Exchange Dr., STE 404
 Stafford, Texas 77477

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Contractor 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 by County, Contractor shall furnish County with

certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Performance Warranty

16.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the services provided hereunder will be performed and delivered in accordance with the highest professional standards.

16.2 Contractor warrants to County that the services will be free from material errors and will materially conform to all requirements and specifications contained herein.

Section 17. Assignment

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

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.

Section 19. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. 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.

Section 22. Publicity

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

Section 23. Certifications

The Contractor agrees to abide by the certifications, acknowledgments and requirements included in Exhibit A which includes Contractor's signed Certification Forms. Contractor shall include these requirements in each subcontract financed in whole or in part by this Agreement.

Section 24. Federal Clauses

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal and state funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal and or state terms in this Section, as well as, all conditions, certifications, and acknowledgements included in Contractor's Response included in Exhibit A. These terms flow down to all third-party contractors and their subcontracts at every tier, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier, unless a particular award term or condition specifically indicates otherwise.

24.1. Access for Individuals with Disabilities (ADA Access).

The Contractor and any subcontractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also 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. In addition, the Contractor agrees to comply

with applicable implementing Federal regulations and directives and any subsequent amendments thereto, as follows:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA), 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in programs and Activities Receiving or Benefiting from Federal Financial Assistance, 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (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;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; FTA regulations, "Transportation for Elderly and Handicapped Persons", 49 C.F.R. Part 609; and
- (10) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. Part 39;
- (11) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance"; and
- (12) Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing.

24.2. Access to Records and Reports.

The Contractor agrees to provide County, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor 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. The Contractor 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 Contractor agrees to maintain same until County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

24.3. Breaches and Disputes.

The Contractor and the County shall attempt in good faith to resolve promptly any dispute arising out of or relating to the Agreement by negotiation between the parties. Disputes arising in the performance of this Agreement that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the County. This decision shall be final and conclusive unless within ten [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the County. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the County shall be binding upon the Contractor and the Contractor shall abide by the decision. This clause shall flow-down to all subcontractors.

Performance During Dispute - Unless otherwise directed by County, Contractor shall continue performance under the Agreement while matters in dispute are being resolved.

The requirement to seek mediation may be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or equity under any applicable statute of limitations.

Claims for Damages - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Rights and Remedies - The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Contractor shall place this clause in all subcontracts for more than the small purchase currently set at \$50,000 by the County, to address administrative, contractual, or legal remedies in

instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

24.4. Buy America.

The following clause only applies to contracts for \$150,000 or more involving rolling stock or materials and supplies.

The Contractor and any subcontractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content, subject to the Amendment below.

The FAST Act, effective October 1, 2015 amended the Buy America waiver for rolling stock to provide for a phased increase in the domestic content requirement for rolling stock to more than 65 percent for FY2018 and FY2019 and to more than 70 percent in FY2020 and beyond. The new provisions apply based on the date of delivery of the rolling stock. Domestic content requirement over the phase of the contract period shall be the provision applicable to the year of delivery of rolling stock procured under this contract.

Unlike rolling stock, manufactured goods must be 100-percent produced in the U.S. A manufactured good is considered produced in the United States if: (1) All of the manufacturing processes for the product take place in the United States; and (2) All of the components of the product are of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents. 49 CFR 661.5(d). FTA has issued a number of [Buy America guidance letters](#) discussing manufactured goods.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

24.5. Cargo Preference-Use of United States-Flag Vessels.

The following clause only applies to contracts that involve transit by ocean for rolling stock or materials and supplies.

The Contractor and any subcontractor agrees: (a) to use privately owned US -Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers,

dry cargo liners, and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the Agreement to the extent such vessels are available at fair and reasonable rates for US-Flag commercial vessels; and (b) to furnish within 20 working days following the date of loading for shipments originating within the US or within 30 working days following the date of loading for shipments originating outside the US, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading).

24.6. Civil Rights Requirements.

The following clauses apply to all contractors and subcontractors.

Nondiscrimination in Federal Public Transportation Programs - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity, age, status as a parent or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity - The following equal employment opportunity requirements apply to the Agreement:

Race, Color, Creed, National Origin, Sex

The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, disability, age, sexual orientation, gender identity, or status as a parent. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment

of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

24.7. Clean Air.

The following clause only applies to contracts of \$150,000 or more.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to FTA.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

24.8. Clean Water.

The following clause only applies to contracts of \$150,000 or more.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to FTA.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

24.9. Contract Work Hours and Safety Standards Act.

The following clause only applies to contracts of \$100,000 or more involving rolling stock.

The Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment

of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5).

- (1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 or the maximum allowed by law for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages – County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

- (5) Payrolls and basic records - Payrolls and related basic records shall be maintained by the Contractor during the course of the work and preserved for three years thereafter for all laborers and mechanics working at the worksite (or under the United States Housing Act of 1937 or the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records showing that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records of the costs anticipated or actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of registration of apprenticeship programs, certification of trainee programs, registration of the apprentices and trainees, and ratios & wage rates prescribed in applicable programs.

- (6) The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. A federally assisted construction contract must exceed \$150,000 before these construction safety requirements apply to that contract.

24.10. Disadvantaged Business Enterprise (DBE).

The Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs including 49 C.F.R. Part 26, Section 1101(b) of the FAST Act (23 U.S.C. § 101 note). The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. **A separate contract goal has not been established for this procurement.** Contractor will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs).

The Contractor, and each third party subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted

subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26.

The Contractor and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S.FTA-assisted subagreements, third party contracts, and third party subcontracts, as applicable.

Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable which may result in the termination of the Agreement or such other remedy as County deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the Contractor from future bidding as non-responsible. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The Contractor is required to pay its subcontractors performing work related to the Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from County. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to the Agreement is satisfactorily completed.

The Contractor must promptly notify County whenever a DBE subcontractor performing work related to the Agreement is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without the prior written consent of County.

24.11. Distracted Driving.

The Contractor and any subcontractors agree to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or behalf of the County.

24.12. Environmental Justice.

The Contractor and any subcontractors agree to, and assures that it will, promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. §

4321 note, as well as facilitating compliance with that Executive Order, (2) U.S. DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) the most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

24.13. Environmental Protections.

The Contractor and any subcontractors agree to, and assures that it will, comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

24.14. Notice to Third Party Participants.

Federal requirements that apply to the County may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Award Agreement including any information incorporated by reference and made part of that Award Agreement will apply to the Contractor and any other Third-Party Agreements.

24.15. Fly America.

The following clause only applies to contracts involving foreign air transportation or travel.

The Contractor and any subcontractors agree to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

24.16. FTA Interest.

This clause does not flow-down to subcontractors.

Contractor understands and agrees that FTA has a vested interest in the settlement of any violation of federal law, regulation, or disagreement involving federal funds used towards this

Agreement, including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise."

24.17. Government-wide Debarment and Suspension.

The following clause only applies to contracts of \$25,000 or more.

The Contractor and any subcontractors shall comply and facilitate compliance with U.S. FTA regulations, Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- (1) Debarred from participation in any federally assisted Award;
- (2) Suspended from participation in any federally assisted Award;
- (3) Proposed for debarment from participation in any federally assisted Award;
- (4) Declared ineligible to participate in any federally assisted Award;
- (5) Voluntarily excluded from participation in any federally assisted Award; or
- (6) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

"The Certification in this clause is a material representation of fact relied upon by the County. If it is later determined by the County that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

24.18. Incorporation of FTA Terms.

The provisions in this Section include, in part, certain Standard Terms and Conditions required by FTA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FTA, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The Contractor and any subcontractors shall not perform any act, fail to perform any act, or

refuse to comply with any County requests which would cause County to be in violation of the FTA terms and conditions.

24.19. Lobbying.

The following clause must be included in all subcontracts for \$100,000 or more.

Contractors and any subcontractors who apply or bid for an award of \$100,000 or who are awarded a contract for \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the County.

24.20. No Government Obligation to Third Parties.

County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to County, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the contract. The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

24.21. Notification to FTA.

Contractor understands that if a current or prospective legal matter that may affect the Federal Government emerges, the County must promptly notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which the County is located. (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the federal funds used towards this Agreement, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

24.22. Duty to Report False Claims.

If the County has credible evidence that Contractor or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has committed a criminal or civil violation

of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, the County must promptly notify the U.S. FTA Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the County is located.

24.23. Program Fraud and False or Fraudulent Statements and Related Acts.

The Contractor and any subcontractors acknowledge 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 contract, the Contractor 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 the Agreement or the FTA assisted project for which the Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor 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 the Contractor to the extent the Federal Government deems appropriate.

The Contractor 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 FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

24.24. Prompt Payment.

Under this contract, the prime contractor agrees to pay each subcontractor for satisfactory performance of its contract within 30 days from the receipt of each payment the prime contractor receives from the County. The prime contractor further agrees to full payment of retainage to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontracts.

24.25. Resource Recovery.

This clause only applies to procurements of \$10,000 or more per year for items designated by EPA.

The Contractor and any subcontractors agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24.26. Safe Operation of Motor Vehicles (Seat Belt).

Contractor and any subcontractors shall encourage their employees and other personnel that operate company-owned vehicles, company rented-vehicles, or personally operated vehicles to adopt on-the-job seat belt policies and programs.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when performing any work for this Agreement.

24.27. Termination.

Contractor understands that all contracts in excess of \$10,000, including subcontracts, must address termination for cause and for convenience by the Contractor including the manner by which it will be effected and the basis for settlement.

24.28. Transit Vehicle Manufacturer.

The Contractor and each third party subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Contractor and each Third-Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S.FTA-assisted subagreements, third party contracts, and third party subcontracts, as applicable. Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph is a material breach of this subagreement, third party contract, or third party subcontract, as applicable, and the following remedies, or such other remedy as the County deems appropriate, include, but are not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.

24.29. Change Orders.

Verbal change orders to the Agreement are not permitted. No changes in the scope, specifications, character, or complexity of work shall be made by the Contractor without first receiving written approval by the Fort Bend County Public Transportation Director or their designee properly defining and limiting any such change. Contractor shall be liable for all costs resulting from and/or for satisfactorily correcting any specification change not properly ordered by written modification to the Contract and signed by the County.

Within 14 calendar days after Contractor's receipt of the written change order request for modification of the Contract, Contractor shall submit to County a detailed price schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiation between Contractor and the County. At the time both parties shall execute a detailed Contract modification in writing. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the contract disputes clause.

It is distinctly understood and agreed that no claim for payment for work done or materials furnished by the Contractor outside of these parameters shall be paid by County. Any such services or materials furnished by Contractor without such written order shall be at the risk, cost and expense of the Contractor, and no claim for compensation for any such services or materials shall be made.

All such changes, which are mutually agreed upon by and between all parties, shall be incorporated in written amendments to the Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to County for the change in the scope.

24.30. Force Majeure

Contractor agrees that neither the County nor Contractor shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Impacted Party shall give notice in writing within three (3) business days of the Force Majeure Event to the other party disclosing the estimated length of the delay and the cause of the delay. The Impacted Party shall use diligent efforts to

end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ten (10) days following Notice given by it, the other party may thereafter terminate this Agreement upon notice.

24.31. Federal Tax Liability

Contractor and any subcontractors certifies that they do not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

24.32. Domestic Preferences for Procurements.

As appropriate and to the extent consistent with law, Contractor and any subcontractor shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products procured with federal funds. For purposes of this clause, (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

24.33. Intelligent Transportation Systems (ITS) Architecture and Standards.

Contractor ensures that they will conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.

24.34. Sensitive Security Information.

Each third party contractor must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing FTA regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

24.35. Energy Conservation.

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

24.36 Prohibited Telecommunications and Video Surveillance Services and Equipment

Contractor understands and acknowledges that under 2 CFR 200.216, the County is prohibited from using federal funds to procure, obtain, extend or renew a contract to procure or obtain covered telecommunications equipment or services, including telecom equipment produced by Huawei Technologies Company or ZTE Corp. (or subsidiaries or affiliates of such entities). Contractor, therefore, certifies that they are in compliance with the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and that in the performance of this agreement, it will not provide equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Section 25. Conflict

If there is a conflict between this Agreement and any attached item, the provisions of this Agreement shall prevail.

Section 26. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 27. Certain State Law Requirements for Contracts.

For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

27.1. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

27.2. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.

27.3. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.

27.4. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

27.5. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements. Contractor is required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE) and all project goals as defined by County. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. Contractor will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

27.6. Disadvantaged Business Enterprise (DBE) Program Requirements. Contractor shall:

27.6.1.1 comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26;

- 27.6.1.2 incorporate into its contracts with subcontractors an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. Contractor shall be responsible for documenting its actions;
- 27.6.1.3 follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and Exhibits found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_Exhibits.pdf;
- 27.6.1.4 The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the County of its failure to carry out its approved program, the County or State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- 27.6.1.5 Each contract the Contractor signs with a subcontractor must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

27.7 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: (1) All arrearages have been paid; (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or (3) 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 Contractor 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. Contractor 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.

27.8 Debt to State. The State of Texas shall not be responsible for the debts of the County or Subcontractor.

Section 28. Human Trafficking

BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

Section 29. Entire Agreement

This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts.

FORT BEND COUNTY

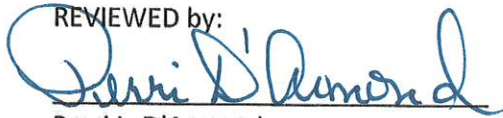
KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

REVIEWED by:



Perri L. D'Armond
Fort Bend County Public Transportation Director

AUDIO VISUAL TECHNOLOGIES GROUP, INC


Authorized Agent- Signature

KIMBERLY SMITH
Authorized Agent- Printed Name

PRESIDENT/CEO
Title

2/23/23
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert E. Sturdivant, County Auditor

Exhibit A: Contractor's Project Proposal
Exhibit B: Contractor's Signed Certification Forms
Exhibit C: Consolidated Certification Form

EXHIBIT A

SCOPE OF WORK

Fort Bend County (FBC) intends to contract with one (1) vendor to provide, install, replace, and maintain video cameras for the Video Surveillance System (VSS) for the Transit Facilities that will cover the Fairgrounds Park & Ride, the AMC Park & Ride, the U of H Sugarland Park and Ride, the Transit Facility at 3737 Bamore Road, and the Westpark Park & Ride (2024). In addition, the vendor will perform preventive maintenance on cameras including previously installed cameras. Each location will be accessible via the internet with edge recording (SD card) capability.

1. This contract is a turnkey agreement that includes, but is not limited to, all necessary parts, materials, labor, installation, software, equipment rental, and maintenance to properly complete the proposed project.
 - a. All camera communication cabling infrastructure shall be provided for the Video Surveillance installation contractor, properly terminated at cameras being powered by switch POE (Cat-6).
 - b. Facility and Park & Ride Camera System minimum requirements:
 - i. The Facility/Park & Ride Camera System must be in accordance with the American Recovery and Reinvestment Act of 2009 with respect to one of the following:
 - Buy America Certified Exempt
 - Buy America Waiver Approved
 - Buy America Certified
2. The cameras used in the Facility/Park & Ride Camera System may be installed at remote locations and must have the ability to record video wirelessly. Vendor to coordinate with FBC Project Manager for access to install on county property. Vendor to coordinate with FBC Project Manager who will notify contract administrator at AMC Theater and University of Houston locations before any work initiated at these locations.
3. Installation schedule is required within **five (5) days** of receiving the notice to proceed.
4. Each location will contain a designated number of cameras per facility indicated below. This number may be increased or decreased during negotiations. Location installation is subject to execution of the Joint User Agreement. Camera installation should not interfere with Radio Antenna at the location.

Make and Model of Current Equipment at each Facility

Facility	Current # of Cameras	Camera Views	Tentative Additional Cameras
Fort Bend County Fairgrounds: 4310 Texas 36 Rosenberg, TX 77471 (Hwy 36 @ Hwy 59 Park and Ride)	4 Outdoor Pixord PD614 ACTi TCM-7411 Pixord PD636e Pixord PD636e Pixord PD636e	360°	0
Fort Bend County Fueling Facility: (Stella Rd. @ Fairgrounds Rd.)	1 Outdoor Pixord PD636e	360°	0
University of Houston: 14000 University Boulevard Sugar Land, TX 77479	2 Outdoor Brickcom (Unknown Model Number)	360°	0
AMC First Colony: 3301 Town Center Boulevard Sugar Land, TX 77479	3 Outdoor ACTi TCM-7411 ACTi TCM-7411 Pixord PD636e	360°	7
Transportation Administration: 3737 Bamore Rd Rosenberg, TX 77471	59 Indoor/Outdoor Pelco: IME238-1IRS IMP231-1IS IME332-1ERS IMP231-1ES IMM12-027-1EP IME238-1ERS EVO-12NMD	136.4° ~ 47.4° 360° 270°	0
Westpark Park & Ride	0 Outdoor/Indoor No Cameras Selected	136.4° ~ 47.4° 360° 270°	24

5. Term of Contract

This contract is for a period of four (4) years. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

6. Specifications - Video Cameras should contain the following specifications:

- a. All facility and/or park & ride cameras replaced or installed shall be IP-based Pelco OPTERA and/or SARIX models with applicable 270 degrees or 360 degrees camera views and compliant with ONVIF standards or an approved equal.
- b. Weather resistant with preferred Dehumidification Device, Vandal Proof Casing, scratch resistant, anti-glare cover.
- c. Minimum of 8-megapixel Complementary Metal Oxide Semiconductor(CMOS) Sensor.
- d. Cameras installed must have the functionality to record audio.
- e. Low light sensitivity.
- f. Cameras must have edge recording ability and the ability to retrieve edge recorded footage.
- g. Some mounted Video Cameras may not rely on a consistent source of power so additional options will be needed.
- h. Any trenches or saw cutting of parking lots needed to maintain a consistent source of power must be detailed in the proposal for approval.
- i. Based on the location of some video cameras, access to power and the internet will need to be created. Use of alternate sources of power such as battery or solar may be applicable. Vendors are asked to propose a process for connecting power and internet access.
- j. Outdoor Camera Mount (Wall, Corner, Pole, etc.) where applicable.
- k. Configurable settings with password protection.
- l. Wireless Transmission details.
 - i. Hardware that includes:
 - Integrated Wi-Fi/WAN Antenna
 - 2 USB Ports
 - 1 Ethernet Connection
 - Secure Digital Slot for removable storage (SD Cards)
- m. WLAN Packet Sniffing capabilities.
 - i. To include the following standard features:
 - Auto Channel Select
 - WPA Protected Setup (WPS)
 - 4-address WDS (Wireless Distribution System)
 - Repeater-functionality
 - Dual-Radio operation
 - Point-to-Point and Multi-point configurations
 - Allow/Deny Access-Control List

7. Implementation - Installation and Training

- a. Fort Bend County will provide sufficient space to support installation.

- b. The vendor shall be responsible for implementation, including installation, and complete and comprehensive testing of the Facility Camera System at each of the facility locations.
 - c. The vendor must develop an implementation test plan and procedure. All aspects of the technology shall be tested to ensure all functions are properly executed and all displays and screens are properly displayed and/or prompted. Video images shall be approved by FBC as part of the final acceptance.
 - d. Installation on the County's facilities/locations shall not interrupt office/bus services within Fort Bend County and shall be coordinated with FBC Project Manager.
 - e. The vendor must provide a detailed recommendation of training requirements to include:
 - i. Conducting initial training and annual training in the use of equipment and software for FBC.
 - ii. The vendor is to provide the necessary training for up to 10 days and all related training manuals/guides/documents/videos and quick reference material.
 - iii. The vendor will be responsible for any damages to county or facility locations not owned by the county.
 - iv. The vendor must identify a Project Manager. Must provide contact information for the manager to work with FBC's Project Manager.
 - f. Repair and Warranty Requirements
 - i. All equipment/hardware supplied shall be new.
 - ii. Maintenance agreement to maintain all hardware including previously installed to be proposed by Supplier.
 - iii. The vendor must supply a cost breakdown for maintenance fees and detail what services are included. Proposal cost/price should include the first year of maintenance. Also, include pricing for maintenance for the following three (3) years (for budgetary purposes).
 - iv. Software maintenance must include firmware upgrades, fixes, and patches.
 - v. The vendor must have off-site support services via telephone and email 24 hours a day.
 - Response time to telephone or email inquiries regarding hardware and software issues within a 2-hour time period.
 - The vendor shall be able to fix emergency outages within twelve (12) hours. Emergency outages are defined as those affecting 75% or more of the total operating capacity.
 - All other outages shall be fixed within two (2) business days.
 - Warranty coverage of equipment to be handled by the supplier for a minimum period of three (3) years.
 - g. The vendor must maintain adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched.
 - h. The vendor must be prepared to provide an immediate replacement for defective equipment including hardware covered under the manufacturer's warranty; shall not remove a defective unit without an immediate replacement installed.
 - i. Software maintenance must include software upgrades, fixes, and patches.
8. Preventive Maintenance - Preventive Maintenance shall be conducted as described below:
- a. Quarterly Camera & Housing Maintenance

For the system's Camera and Housing, verify the following:

 - i. Test and adjust camera/lens focus and auto iris.

- ii. The camera field of view is adjusted as necessary.
- iii. The camera lens is dust free.
- iv. The camera/housing viewing window is clean, inside and out free of damage and debris.
- v. Removal of any temporary obstructions. (ie. Growing trees and bushes)
- vi. All mechanical fixtures, brackets, towers, and receivers are free of damage.
- vii. Test remote signaling equipment communication.
- viii. Check operation of pan tilt and zoom focus.
- ix. Adjust video time and date display as required, and check equipment settings.

b. Quarterly Wiring & Cable Maintenance

For the system's wiring and cables, verify the following:

- i. Check wiring and cable harnesses for wear and fray.
- ii. Check to make sure the cable is dressed properly.
- iii. Check connectors and cable entry points for loose wiring. Re-crimp and re-terminate as required.
- iv. Check that the coaxial cable is transmitting an adequate video signal to the control room. The signal should be free of distortion, tearing, hum-bars, EMI, and rolling.
- v. Verify all coaxial connectors are insulated from the conduit and pull boxes.
- vi. Verify main power and standby power battery power supplies.

9. Data and Reports

- a. Provide a preventive maintenance report on the condition of hardware and a listing of all hardware replaced and software upgrades installed.
- b. Advice on the latest equipment available to improve the functionality of the installation.
- c. Any new cameras installed require viewing angle approval from Fort Bend County ITS Manager and CSO.

10. Certification/Forms/Plans

- a. Each of the following shall be provided with the proposal:
 - i. Attachment A: Vendor Information Form
 - ii. Attachment B: Buy America Certification
 - iii. Attachment C: Certification of Restrictions on Lobbying
 - iv. Attachment D: Certification Regarding Government-Wide Debarment and Suspension
 - v. Attachment E: Contractor Payment Report
 - vi. Attachment F: Disclosure of Lobbying Activities
 - vii. Attachment G: Intent to Perform as a DBE Contractor/DBE Subcontractor
 - viii. Attachment H: PTN-130
 - ix. Attachment I: Subcontractor Participation Form

- x. Attachment J: Tax Form/Debt/Residence Certification Form
- xi. Attachment K: W-9

11. The site survey of each location is on **August 02, 2022, at 10 am**, it is recommended that all interested vendors attend.
12. Quote and completed forms are due by **August 12, 2022**.
13. Please note that this procurement is **federally funded** and will require federal clauses in the final agreement.

Project Proposal:



Fort Bend County Public Transportation Facility– Security Camera/Server Integration AUDIO VISUAL SYSTEMS

11/30/2022

DIR CONTRACT # TSO-4247



Audio Visual Technologies Group

www.avtg.com



Project Proposal

Fort Bend County Transit –Facility Video Surveillance Camera Equipment & Maintenance



Copyright © Audio Visual Technologies Group 2016.

This document is protected by copyright laws in the United States and must not be copied, stored in a retrieval system or transmitted in any form or by any means in whole or in part without the prior written permission of Audio Visual Technologies Group (AVTG).

Confidentiality and Copyright

The information contained in this Document is confidential and is submitted by AVTG on the understanding that it will be used only in relation to the **Fort Bend County Transit** project. In particular the contents of this document may not be disclosed in whole or part to any other party without the prior written consent of AVTG.

Copyright in this document remains vested in Audio Visual Technologies Group, and no copies may be made of it in whole or part except for the purposes of evaluation in confidence.

Project Proposal

Fort Bend County Transit –Facility Video Surveillance Camera Equipment & Maintenance



Table of Contents

1	INTRODUCTION.....	4
2	SCOPE OF WORK	5
2.1	Park N Ride Locations	5
2.2	Clarifications	5
2.3	Warranty/Maintenance	5
3	REFERENCES	9
	▪ University of North Texas Health Science Center – Medical School Simulation	9
	▪ Baylor College of Medicine – Medical Simulation	11
	▪ University Of Houston Clear Lake – Arbor Medical Simulation	12
4	BID DOCUMENTATION	13
5	TEAM RESUMES	14
6	Price Quote	16

Project Proposal

Fort Bend County Transit –Facility Video Surveillance Camera Equipment & Maintenance



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 3rd 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



Project Proposal

Fort Bend County Transit –Facility Video Surveillance Camera Equipment & Maintenance



2 SCOPE OF WORK

Audio Visual Technologies Group proposes to install and integrate (twenty-three) 23 new cameras in the Fort Bend County Park N Ride network. In addition, the scope includes requests for supporting components such as servers, racks, software, licensing, and warranties.

2.1 Park N Ride Locations

The following will be installed per the below specifications:

- The following design & scope was collected from the following documents provided by Fort Bend County Transit. Placement, quantities, and specific model series were derived from the provided bid documents, site walk, and emails that added more scope documentation.

Document 1: Fort Bend County - DIR-TSO-4247 - Facilities Camera Equipment and Maintenance

2.2 Clarifications

AVTG will be responsible for installing all the cameras and connecting them in the County network so the County can access them via the County provided on premise servers and network. AVTG will work with IT to ensure all cameras are seen on their network.

2.3 Warranty/Maintenance

Fort Bend County Transit has requested a four-year service warranty covering the current cameras at the main transit facility, and the below Park N Ride locations:

- a) FBC Fairgrounds – 4
- b) FBC Fuel Station – 1
- c) University of Houston – 8
- d) AMC First Colony – 10
- e) Westpark Park N Ride – 24
- f) FBC Transit Facility - 66

This warranty will be paid out yearly over a four-year period. On the next

The service level warranty will cover the current and new cameras. This will comply with the following section covering warranty and maintenance in the bid documentation:

Project Proposal

Fort Bend County Transit –Facility Video Surveillance Camera Equipment & Maintenance



F. Repair and Warranty Requirements

- i. All equipment/hardware supplied shall be new.
- ii. Maintenance agreement to maintain all hardware including previously installed to be proposed by Supplier.
- iii. The vendor must supply a cost breakdown for maintenance fees and detail what services are included. Proposal cost/price should include the first year of maintenance. Also, include pricing for maintenance for the following three (3) years (for budgetary purposes).
- iv. Software maintenance must include firmware upgrades, fixes, and patches.
- v. The vendor must have off-site support services via telephone and email 24 hours a day.
 - Response time to telephone or email inquiries regarding hardware and software issues within a 2-hour time period.
 - The vendor shall be able to fix emergency outages within twelve (12) hours. Emergency outages are defined as those affecting 75% or more of the total operating capacity.
 - All other outages shall be fixed within two (2) business days.
 - Warranty coverage of equipment to be handled by the supplier for a minimum period of three (3) years.
- G.** The vendor must maintain adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched.
- h. The vendor must be prepared to provide an immediate replacement for defective equipment including hardware covered under the manufacturer's warranty; shall not

Project Proposal



Fort Bend County Transit –Facility Video Surveillance Camera Equipment & Maintenance

remove a defective unit without an immediate replacement installed.

i. Software maintenance must include software upgrades, fixes, and patches.

7. Preventive Maintenance

Preventive Maintenance shall be conducted as described below:

a. Quarterly Camera & Housing Maintenance

For the system's Camera and Housing, verify the following:

- i. Test and adjust camera/lens focus and auto iris.
- ii. The camera field of view is adjusted as necessary.
- iii. The camera lens is dust free.
- iv. The camera/housing viewing window is clean, inside and out free of damage and debris.
- v. Removal of any temporary obstructions. (ie. Growing trees and bushes)
- vi. All mechanical fixtures, brackets, towers, and receivers are free of damage.
- vii. Test remote signaling equipment communication.
- viii. Check operation of pan tilt and zoom focus.
- ix. Adjust video time and date display as required, and check equipment settings.

DIR-TSO-4247

b. Quarterly Wiring & Cable Maintenance

For the system's wiring and cables, verify the following:

- i. Check wiring and cable harnesses for wear and fray.
- ii. Check to make sure the cable is dressed properly.
- iii. Check connectors and cable entry points for loose wiring. Re-crimp and reterminate as required.

Project Proposal



Fort Bend County Transit –Facility Video Surveillance Camera Equipment & Maintenance

iv. Check that the coaxial cable is transmitting an adequate video signal to the control room. The signal should be free of distortion, tearing, hum-bars, EMI, and rolling.

v. Verify all coaxial connectors are insulated from the conduit and pull boxes.

vi. Verify main power and standby power battery power supplies.

8. Data and Reports

a. Provide a preventive maintenance report on the condition of hardware and a listing of all hardware replaced and software upgrades installed.

b. Advice on the latest equipment available to improve the functionality of the installation.

c. Any new cameras installed require viewing angle approval from Fort Bend County ITS Manager and CSO.

Project Proposal

Fort Bend County Transit –Facility Video Surveillance Camera Equipment & Maintenance



3 REFERENCES

Below are the three projects over the past 5 years that are similar to this current project:

University of North Texas Health Science Center – Medical School Simulation			
Performing Entity:			
Performing Entity:	Audio Visual Technologies Group, Inc.		
Contract Number	HS763-0000143253	Type of Contract	Firm Fixed Price
Date of Contract / Award Date	4/25/2018	Period of Performance Completion Date	11/9/2018
Contract Amount:	\$625,710.58		
Contract Officer	Kevin Kunkler – MD, MS, Executive Director Simulation Education (817) 735-7974		
C/O Email Address	Kevin.Kunkler@fwmdschool.org		
Role on Project	Prime Contractor		

Project Overview:

Chosen by the University of North Texas (UNT) Health Science Center (HSC) School of Medicine as the prime contractor to custom design and install an integrated Medical Simulation Learning Recording and Playback Video Management System (SIM-VMS), in a newly constructed medical training facility.

Services and Products Provided:

AVTG worked with UNT Health Science Center subject-matter-experts to design a recording and playback solution that worked for their required simulation and analysis workflow. Challenges were encountered early in the project, because the AVTG team was not contracted to the project until construction on the new medical building was nearing completion. At that point in time, the full extent of end user requirements for the simulation recording and playback system had not been fully defined, and as a result the architect and construction contractors had not included the required infrastructure. The AVTG team worked with UNT to create a set of requirements that were then integrated into the construction plans. By the time the construction project's substantial completion milestone was achieved, all required infrastructure for the recording/playback system had been successfully delivered.

This solution included twenty (20) simulation exam rooms, three (3) debrief classrooms, two (2) control rooms, and the simulation recording server cluster. A fiber network backbone links the video and audio acquisition devices in the medical building to the SIM-VMS server cluster in a centralized data center across campus. The SIM-VMS server is uplinked to the university firewall to allow authorized remote users to playback student video assessments through virtual-

Project Proposal

Fort Bend County Transit –Facility Video Surveillance Camera Equipment & Maintenance



private-network (VPN) connectivity. Our team worked with the UNT information technology team to define appropriate network hardware and VLAN configurations that meet both the technical performance requirements as well as the security standards required to protect the recorded data.

Technology included multiple high-definition network streaming cameras in each simulation room, ethernet based speakers and intercom microphones to allow control room personnel to communicate with actors and students in each evaluation room. This allowed instructors to provide instructions for simulation activities throughout the facility from a central control room. Digital signal processing audio servers allow audio from the different simulation rooms to be acquired and streamed over the network to the SIM-VMS servers to be recorded for later playback.

The solution allows instructors to direct the simulation activities by utilizing a facility-wide intercom and wireless microphone system to direct participants to perform their simulation tasks or assessments. Recording the simulation activities allows for debrief and after-action reviews.

The SIM-VMS medical simulation learning system is easy to use in both active simulations and debriefing. The software provides an intuitive interface where the instructor can see all relevant data points, such as camera feeds and video feeds from medical devices. The instructor can also easily change inputs and tag relevant moments for future review and evaluation. When it comes time to debrief, the server-based storage system allows videos to be replayed on computers or tablets, and the software allows users to easily search by a number of factors, including date, training devices used, and even vital signs recorded.

The AVTG team consisted of a hybrid of audio-visual and information-technology experts to design and maintain the systems customized to the university's requirements. Utilizing commercially available simulation learning software with industry-standard audio and video solutions allows for high quality recording and playback. We created a streamlined system that is efficient and aesthetically pleasing. The design was structured so that the system is modular with room for expansion as needs change in the future.

Project Proposal

Fort Bend County Transit –Facility Video Surveillance Camera Equipment & Maintenance



■ Baylor College of Medicine – Medical Simulation

Performing Entity:			
Performing Entity:	Audio Visual Technologies Group, Inc.		
Contract Number	5601421141	Type of Contract	Firm Fixed Price
Date of Contract / Award Date	8/28/2018	Period of Performance Completion Date	10/5/2018
Contract Amount:	\$83,108.29		
Contract Officer	Kira L. Boerkircher – Simulation Center Manager (713) 798-7232		
C/O Email Address	boerkirc@bcm.edu.		
Role on Project	Prime Contractor		

Project Overview:

Selected to integrate high-definition cameras and digitally enhanced microphone feeds into fifteen (15) simulation exam rooms, five (5) debrief rooms and a control room. This project integrated new IP based pan-tilt-zoom (PTZ) cameras and beam-forming digital signal microphones into a CAE Healthcare simulation center management system. One important aspect in this project was the surgical practice space, because the owner had existing mannequins and legacy medical devices which they wished to incorporate. The system design allows inputs from any legacy source regardless of brand, allowing the training scenarios to take advantage of equipment previously purchased by the owner. Thus, the optimum balance of employing leading edge technology and leveraging legacy systems resulted in a budget friendly solution with no compromises!

Project Proposal

Fort Bend County Transit –Facility Video Surveillance Camera Equipment & Maintenance



■ University Of Houston Clear Lake – Arbor Medical Simulation

Performing Entity:			
Performing Entity:	Audio Visual Technologies Group, Inc.		
Contract Number	00759-0000044078	Type of Contract	Firm Fixed Price
Date of Contract / Award Date	12/10/2019	Period of Performance Completion Date	1/20/2020
Contract Amount:	\$50,320.71		
Contract Officer	John Rodriguez – Director of IT Support Services (281) 283-2951		
C/O Email Address	rodriguezjohn@uhcl.edu		
Role on Project	Prime Contractor		

Project Overview:

UH wished to upgrade its existing simulation monitoring system for seventeen (17) psychiatric examination and training rooms and nine (9) debrief/classroom spaces. After evaluating the legacy system and its use cases, AVTG designed a two-phase plan to upgrade the system. Phase One, which could be implemented immediately under existing budgets, significantly improved the audio quality of the system—addressing a key issue which was frustrating users. The system controls were enhanced by redesigning them into a more intuitive layout, and the addition of headphone capabilities to allow real-time observation of examination activities. Phase Two, which can be implemented when future funds are allocated, is to replace the video recording system to provide more data storage, high video quality, and improve ease of use. Through multi-phase planning, we were able to install one subsystem which can be easily expanded and integrated with the eventual Phase Two—thus providing immediate benefits and long-term cost savings.

Project Proposal

Fort Bend County Transit –Facility Video Surveillance Camera Equipment & Maintenance



4 BID DOCUMENTATION

Please review the following pages for specified documentation:

CONFIDENTIAL

Project Proposal

Fort Bend County Transit –Facility Video Surveillance Camera Equipment & Maintenance



5 TEAM RESUMES

Name: Christopher Tsao, AV Systems Designer & Programmer

Title: Systems Engineer

Number of Years in

Industry: 2

Number of Years in Capacity within our firm: 1

Educational Background: **B.S. Computer Science**, Texas A&M University

General Professional Experience: CTS, Azure, C++, Java, Python, TCP/IP, UDP, DNS, DHCP

Number of Years in Industry: 8 Years

Number of Years in Capacity within our firm: 4 years

General Professional Experience: 6 Years Technician and Project

Manager Relevant Certifications:



Name: Kalonji Nicholson, Software Application Specialist III

Educational Background:

- B.S., Telecommunications Technology Engineering, ITT Technical Institute
- AA, Electronics Engineering, ITT Technical

Institute Number of Years in Industry: 18

Number of Years in Capacity within our firm: Contract Partner

General Professional Experience: Crestron Authorized Independent Programmer

Relevant Certifications:



Project Proposal



Fort Bend County Transit –Facility Video Surveillance Camera Equipment & Maintenance

Name: Albert Hernandez, Field Technician

Number of Years in Industry: 12 Years

Number of Years in Capacity within our firm: 4 Year

General Professional Experience: 10 Years as a Technician and

Installer Relevant Certifications:

OSHA Compliant Basic Orientation Plus 10



Project Proposal

Fort Bend County Transit –Facility Video Surveillance Camera Equipment & Maintenance



6 Price Quote

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

CONFIDENTIAL

**** Proposal ****

11/30/2022



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

Project Number: 103024

For :

FORT BEND COUNTY TRANSIT
VIDEO SURVEILLANCE BID-TSO-4247

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

**** Proposal ** to:**

FORT BEND COUNTY AUDITOR
PURCHASING
PURCHASING
301 JACKSON ST SUITE 201
RICHMOND, TX 77469
Tel: (281)341-8640

Project Site:

FORT BEND COUNTY TRANSIT
AMBER JEFFERSON
3737 BAMORE RD
ROSENBERG, TX 77471

Tel: 281-243-6707

Qty	Mfr-Part No.	Description	Unit Price	Extended
FBC TRANSIT - VIDEO SURVEILLANCE CAMERA UPDATE - DIR-TSO-4247				
DIR-TSO-4247				
VIDEO CAMERAS - FBC TRANSIT FACILITY				
66		OWNER FURNISHED PELCO SURVEILLANCE CAMERAS		
FOR FUTURE VIDEO CAMERAS - WESTPARK PARK N RIDE				
24		OWNER FURNISHED PELCO SURVEILLANCE CAMERAS		
ALL PARK AND RIDE LOCATIONS AND FUEL STATION				
23		PELCO OPTERA IMM 12MP 270 ENVRMTL PEND	2,045.00	47,035.00
23		PELCO WALL MOUNT VANDAL 1.55IN NPT LT GRAY	49.00	1,127.00
23		PELCO ADAPTER, POLE MOUNT FOR PM14	59.00	1,357.00
BOOM LIFT RENTAL				
2	AVTG	RENTAL OF 35' TOWABLE BOOM LIFT	1,260.00	2,520.00
SYSTEM CABLING				
1	AVTG	MISC. CABLES, CONNECTORS, HARDWARE	300.00	300.00
FOUR YEAR SERVICE LEVEL AGREEMENT - BILLED ANNUALLY				
1	AVTG	ONE YEAR SERVICE LEVEL AGREEMENT	6,500.00	6,500.00

Qty	Mfr-Part No.	Description	Unit Price	Extended
1	AVTG	ONE YEAR SERVICE LEVEL AGREEMENT	6,500.00	6,500.00
1	AVTG	ONE YEAR SERVICE LEVEL AGREEMENT	6,500.00	6,500.00
1	AVTG	ONE YEAR SERVICE LEVEL AGREEMENT	6,500.00	6,500.00
PROJECT SUBTOTAL:				78,339.00
AVTG INSTALLATION SERVICES				
AVTG INSTALLATION SERVICES SUBTOTAL				7,740.42

IMPORTANT! PLEASE NOTE: OUR BANKING INFORMATION HAS CHANGED. Please contact purchasing@avtg.com or call 281-240-2100 for new wiring instructions to update your records.

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

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:	\$965.55
SubTotal:	\$87,044.97
Tax:	
Project Total:	\$87,044.97

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 B

Attachment A

BUY AMERICA CERTIFICATION

Instructions:

Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.

Certification requirement for procurement of steel, iron, or manufactured products (required for contracts over \$150,000).

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it **will meet** the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661 and any amendments thereto.

Signature _____

Company Name _____

Title _____

Date _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it **cannot comply** with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature _____

Company Name _____

Title _____

Date _____

Special Note: Make sure you have signed only one of the above statements -- either Compliance OR Non-Compliance (not both).

Attachment B

**CERTIFICATION
OF
RESTRICTIONS ON LOBBYING**
(Required for contracts over \$100,000.)

I, KIMBERLY, SMITH, hereby certify on behalf of
(Name) (Title)
the Audio Visual Technologies Group, Inc., that:
(Company Name)

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement, contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL: "Disclosure of Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 49 CFR Part 20.110.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The undersigned understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 49 CFR Part 20.110. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 11 day of August, 2022.

Signed: 

Printed Name: KIMBERLY SMITH

Company Name: Audio Visual Technologies Grp. Inc.

Attachment C

CERTIFICATION REGARDING GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Bidder/Offeror is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Bidder/Offeror is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Fort Bend County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Fort Bend County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DATE 8/11/22

SIGNATURE 

COMPANY Audio Visual Technologies Group Inc.

NAME KIMBERLY SMITH

TITLE President

CONTRACTOR PAYMENT REPORT

Please Return
Completed Form with
Invoice to:
Amber.Jefferson@
fordbendcountytx.gov

5. Contractor's Name	6. Contact Person	7. Address	8. Phone Number
9. Date of Contract Award	10. Scheduled Date of Completion	11. Original Contract Amount	12. Amended Contract Amount
		\$	\$
13. Total Amount Received to Date	14. Remaining Amount Owed	15. Committed DBE %	16. % Actual DBE Participation to Date
\$	\$		

[illegible]

Authorized Signature	Date	Printed Name and Title

FORT BEND COUNTY PUBLIC TRANSPORTATION INSTRUCTIONS FOR COMPLETING THE CONTRACTOR PAYMENT REPORT

The Contractor Payment Report is to be filled out by the contractor and submitted with each invoice that the contractor submits to Fort Bend County Public Transportation. Please follow the instructions below, which correspond to each item on the report.

<p>1. <u>Contract Number</u> Fill in the Contract # assigned to your project by Fort Bend County.</p> <p>2. <u>Invoice Number</u> Fill in the Invoice Number that corresponds with this report.</p> <p>3. <u>Reporting Period & Invoice Date</u> Fill in the period of time your invoice covers (period of time for which you are invoicing), and the Invoice Date.</p> <p>4. <u>Invoice Amount</u> Fill in the amount of the Invoice.</p> <p>5. <u>Contractor's Name</u> Fill in your company's name.</p> <p>6. <u>Contact Person</u> Fill in the first and last name of the person completing the report.</p> <p>7. <u>Address</u> Fill in your company's address.</p> <p>8. <u>Phone Number</u> Fill in your company's phone number.</p> <p>9. <u>Date of Contract Award</u> Fill in the date the contract was executed by Fort Bend County.</p> <p>10. <u>Scheduled Date of Completion</u> Fill in the scheduled completion date of the contract as written.</p> <p>11. <u>Original Contract Amount</u> Fill in the dollar amount of the original contract agreed upon by your Company and Fort Bend County.</p> <p>12. <u>Amended Contract Amount (if applicable)</u> Calculate: Dollar amount of the original contract plus/minus the dollar amount agreed upon for contract modifications (if applicable). Fill in the amended amount.</p> <p>13. <u>Total Amount Received to Date</u> Fill in the dollar amount you have received to date from Fort Bend County.</p>	<p>14. <u>Remaining Amount Owed</u> Calculate: Dollar amount of the contract minus the amount paid to you to date by Fort Bend County. Enter the dollar amount.</p> <p>15. <u>Committed DBE %</u> Enter the percentage of DBE participation you committed to obtain in the contract.</p> <p>16. <u>% Actual DBE Participation to date</u> Calculate: Total combined dollar amount paid to the DBEs divided by the dollar amount received from Fort Bend County to date. Enter the percentage.</p> <p>17. <u>Name of Each Subcontractor That This Invoice Applies To</u> List the name of each subcontractor that submitted an invoice to you in this period. (Ref #3) (Use additional sheets if necessary.)</p> <p>18. <u>DBE or Non-DBE</u> Fill in accordingly.</p> <p>19. <u>Description of Work</u> Brief description of the work performed by the subcontractor</p> <p>20. <u>Invoice Number</u> Fill in the number of the invoice submitted to you by the subcontractor in this period.</p> <p>21. <u>Invoice Date</u> Fill in the date of the invoice submitted to you by the subcontractor in this period.</p> <p>22. <u>\$ Amount of Invoice</u> Enter the amount of the invoice submitted to you by the subcontractor in this period.</p> <p>23. <u>Subcontract Dollars \$</u> Enter the total committed dollar amount to the subcontractor.</p> <p>24. <u>\$ Amount Paid to Date</u> Enter the total amount you have paid the subcontractor to date.</p> <p>25. <u>% Paid to Date</u> Calculate: Dollar amount paid to the subcontractor to date divided by the amount committed to them. (Item 23 divided by Item 22). Enter the percentage.</p>
---	--



Attachment F
Fort Bend County Public Transportation

INTENT TO PERFORM AS A DBE CONTRACTOR OR DBE SUBCONTRACTOR/SUBVENDOR
A separate form should be completed for each DBE firm. (Offeror/Prime Contractor and/or Subcontractor/Subvendor)

Name of Offeror/Prime Contractor:

Audio Visual Technologies Inc.

Name of Subcontractor/Subvendor: (if applicable)

N/A

Project Name:

Fort Bend County Video Surveillance Camera Update - D12-750-4247

IFB/RFP/RFQ Number:

D12-750-4247

1. The DBE Offeror/Prime Contractor or DBE Subcontractor/Subvendor (whichever is applicable) named above must be currently certified under the Texas Unified Certification Program (TUCP) as a DBE (or will be certified at the time this solicitation is due), and asserts that said qualification is met with the ethnic code: K.

Ethnic Codes:

- | | | | |
|-------------------------------------|---------------------------------------|--------------------------------|----------------------------------|
| A) Black American Male | B) Black American Female | C) Hispanic American Male | D) Hispanic American Female |
| E) Native American Male | F) Native American Female | G) Asian Pacific American Male | H) Asian Pacific American Female |
| I) SubContinent Asian American Male | J) SubContinent Asian American Female | K) Nonminority Female | |

2. The DBE Offeror/Prime Contractor or DBE Subcontractor/Subvendor (whichever is applicable) named above is prepared to perform the following described work with their own workforce and/or supply the material listed in connection with the above project.

This work will be performed at the following price \$ _____ (and/or 100 % of the total prime contract amount).

(If this form is being completed relative to a Subcontractor/Subvendor, note that this amount should be the same \$/% amount that is completed on the Subcontractor/Subvendor Participation Form.)

Printed Name of Offeror/Prime Contractor Authorized Representative

Kimberly Smith

Signature of Authorized Representative

[Signature]

Date Signed

8-11-22

Name of Firm that is DBE Certified (if different from Offeror/Prime Contractor):

(Subcontractor/Subvendor)

Printed Name of Authorized Representative

Signature of Authorized Representative

Date Signed

Attachment F

Approved by OMB
0348-0046**Disclosure of Lobbying Activities**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See following page for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award _____ c. post-award	3. Report Type: a. initial filing _____ b. material change _____ For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee _____ Tier _____, if Known: <p style="text-align: center; font-size: 2em;">NOT APPLICABLE</p> Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: <u>Kimberly Smith</u> Title: <u>President</u> Telephone No.: <u>281-240-2100</u> Date: <u>8-12-22</u>	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

NOT APPLICABLE

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Attachment H



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
County Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Acerra Technologies, Inc.		
Business Name (if different from legal name)	Audio Visual Technologies Group, Inc.		
Federal ID # or S.S. #	74-1297835	DUNS #	041128166
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization		Age in Business? 70
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	12502 Exchange Dr. Suite 404		
City/State/Zip	Stafford, Texas 77477		
Physical Address	12502 Exchange Dr. Suite 404		
City/State/Zip	Stafford, Tx 77477		
Phone/Fax Number	Phone: 281-240-2100 Fax: 281-240-2250		
Contact Person	Luis Gomez		
E-mail	LGOMEZ@AVTG.COM		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise _____ SBE-Small Business Enterprise _____ HUB-Texas Historically Underutilized Business <input checked="" type="checkbox"/> WBE-Women's Business Enterprise _____		Certification # _____ Certification # _____ Certification # 1741297835900 Certification # _____
Company's gross annual receipts	<\$500,000 _____ \$500,000-\$4,999,999 <input checked="" type="checkbox"/> \$5,000,000-\$16,999,999 _____ \$17,000,000-\$22,399,999 _____ >\$22,400,000 _____		
NAICs codes (Please enter all that apply)	334310, 532490, 33944, 512120, 541715, 334220, 611310, 561621, 423410		
Signature of Authorized Representative			
Printed Name	Kimberly Smith		
Title	President		
Date	8-11-22		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE



Attachment I
Fort Bend County Public Transportation
Subcontractor/Subvendor Participation

Instructions: The Offeror/Prime Contractor shall complete this form by listing: Names of all subcontractors/subvendors proposed on this project, Status as a DBE or Non-DBE, \$ or % amount of Total Prime Contract, Description of work to be performed/product to be provided, and Contact information. The subcontractors/subvendors listed on this form as DBEs must be currently certified under the Texas Unified Certification Program (TUCP) as a DBE (or will be at the time this solicitation is due). Additionally, for each DBE subcontractor/subvendor listed on this form, the Offeror/Prime Contractor must complete the intent to Perform as a DBE Contractor or DBE Subcontractor/Subvendor Form agreeing to the information.

Name of Offeror/Prime Contractor: Audio Visual Technologies Group, Inc.

Project Name: Facilities Camera Equipment's Maintenance Update

IFB/RFP/RFQ Number: DIR-750-4247

	Name of Subcontractor/Subvendor	Phone Number	Email Address	DBE or Non-DBE	Work to be performed/product to be provided
	Contact Person's Name	Phone Number	Email Address	DBE or Non-DBE	Address
1					
2	Name of Subcontractor/Subvendor	Phone Number			Work to be performed/product to be provided
	Contact Person's Name	Email Address			Address
3	Name of Subcontractor/Subvendor	Phone Number			Work to be performed/product to be provided
	Contact Person's Name	Email Address			Address
4	Name of Subcontractor/Subvendor	Phone Number			Work to be performed/product to be provided
	Contact Person's Name	Email Address			Address

Upon execution of a contract with Fort Bend County Public Transportation, the undersigned will enter into a formal agreement with DBE subcontractors/subvendors for work listed in this schedule. The undersigned agrees to the terms of this schedule by signing below and submitting the intent to Perform as a DBE Contractor form (as completed by the DBE subcontractors/subvendors). If you are a DBE Offeror/Prime Contractor, you also certify that no more than 70% of the work for this project will be subcontracted.

Kimberly Smith

Printed Name of Authorized Representative of Offeror/Prime Contractor
Rev 1/4/2022

Signature

Date Signed

8-11-12

Attachment J

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)Taxpayer Identification Number (T.I.N.): 74-1297835Company Name submitting Bid/Proposal: Audio Visual Technologies, Group, Inc.Mailing Address: 12502 Exchange Dr. Suite 404, Stafford, Texas 77477Are you registered to do business in the State of Texas? ☒ Yes ☐ NoIf you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

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

Fort Bend County Tax Acct. No.*

_____Property address or location**
12502 Exchange Dr. Suite 404 Stafford, Tx, 77477

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

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

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

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Audio Visual Technologies Group, Inc. is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____.
[Company Name] [City and State]

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <u>Acerca Technologies, Inc.</u>	
2 Business name/disregarded entity name, if different from above <u>Audio Visual Technologies Group, Inc.</u>	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <u>12502 Exchange Dr. Suite 404</u>	Requester's name and address (optional)
6 City, state, and ZIP code <u>Stafford, Texas 77477</u>	
7 List account number(s) here (optional)	

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

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

7	4								
---	---	--	--	--	--	--	--	--	--

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ 	Date ▶ 8-11-22
-----------	--	----------------

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

EXHIBIT C

**Consolidated Certification Form**Form PTN-130
(Rev. 6/21)
Page 1 of 17

This form is to assist subrecipients with managing the federal and state clauses related to the procurement they're interested in completing. This document complies with all pertinent federal and state regulations for each procurement type.

To begin, select the procurement's funding source. If TxDOT is the pass-through entity (Direct Recipient), both Federal and State must be checked.

☒ Federal and State ☐ State Only

Federal Clauses – Procurement Types Summary:**All FTA-Assisted Third-Party Contracts and Subcontracts**

1. No Federal Government Obligations to Third Parties
2. Access to Third Party Contract Records
3. Changes to Federal Requirements
4. Civil Rights (EEO, Title VI & ADA)
5. Incorporation of FTA Terms
6. Energy Conservation
7. Veterans Preference
8. False or Fraudulent Statements or Claims
9. Disadvantaged Business Enterprises (DBE)
10. Fly America
11. ADA Access
12. Special Notification Requirements for States

Award Exceeding \$10,000

13. Terminating the Contract

Award Exceeding \$25,000

14. Debarment and Suspension

☐ **Award Exceeding \$50,000**

15. Contracting with the Enemy

☐ **Award Exceeding \$100,000**

16. Resolution of Disputes, Breaches, or Other Litigation

17. Lobbying Restrictions

☒ **Award Exceeding \$150,000**

18. Environmental Protection (Clean Air and Water Pollution Control)

ALL FTA-ASSISTED THIRD-PARTY CONTRACTS AND SUBCONTRACTS

1. No Federal Government Commitment or Liability to Third Parties

Except as the Federal Government expressly consents in writing, the Recipient agrees that:

- A. The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third-Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement; and
- B. Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third-Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third-Party Participant or other entity or person that is not a party (FTA or the Recipient) to the Underlying Agreement.

2. Access to Third-Party Contract Records

The Recipient agrees to require, and assures that each of its Subrecipients will require, its Third-Party Contractors at each tier to provide:

- A. The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all Third-Party Contract records (at any tier) as required under 49 U.S.C. § 5325(g); and
- B. Sufficient access to all Third-Party Contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure.

3. Changes to Federal Requirements

The Recipient agrees to include notice in each Third-Party Agreement that:

- A. Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and
- B. Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

4. Civil Rights

The following Federal Civil Rights laws and regulations apply to all contracts.

- A. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to: a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity. b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
- B. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and Implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
- C. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services Implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

- D. Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.
- E. Equal Opportunity:** The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.
- I. Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- II. Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- III. Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- IV. Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- V. Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

5. Incorporation of Federal Transit Administration (FTA) Terms

The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

6. Energy Conservation

The Recipient agrees to, and assures that its Subrecipients will, comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform

an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

7. Veterans Preference

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- A. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a Third-Party Contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and
- B. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

8. False or Fraudulent Statements or Claims

A. Civil Fraud. The Recipient acknowledges and agrees that:

- I. Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including 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.
- II. By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government.
- III. The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.

B. Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

9. Disadvantaged Business Enterprises

The recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- A. Withholding monthly progress payments;
- B. Assessing sanctions;
- C. Liquidated damages; and/or
- D. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. §26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written

consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

10. Fly America

The recipient agrees to comply with the air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 – 301-10.143.

11. ADA Access

The Recipient agrees to comply with the following federal prohibitions against discrimination based on disability:

A. Federal laws, including:

- I. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities;
- II. 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:
 - a. For FTA Recipients generally, Titles I, II, and III of the ADA apply; but
 - b. For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer;"
- III. 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;
- IV. Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
- V. Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

B. Federal regulations and guidance, including:

- I. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37;
- II. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27;
- III. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38;
- IV. U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39;
- V. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35;
- VI. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36;
- VII. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630;
- VIII. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, subpart F;
- IX. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194;
- X. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609;
- XI. FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and
- XII. Other applicable federal civil rights and nondiscrimination regulations and guidance.

12. Special Notification Requirements for States

- A. Types of Information. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
- I. The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
 - II. The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
 - III. The amount of federal assistance FTA has provided for a State Program or Project.
- B. Documents. The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

Awards Exceeding \$10,000

13. Termination

All contracts in excess of \$10,000 must address termination for cause by the non-federal entity including the manner by which it will be effected and the basis for settlement.

Awards Exceeding \$25,000

14. Debarment and Suspension

The Recipient agrees to the following:

- A. It will comply with the following requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200.
- B. It will not enter into any "covered transaction" (as that phrase is defined at 2 C.F.R. §§ 180.220 and 1200.220) with any Third-Party Participant that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by—
 - I. U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200;
 - II. U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180; and
 - III. Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended Recipients or Third-Party Participants.
- C. It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 C.F.R. part 1200.
- D. It will ensure that its Third-Party Agreements contain provisions necessary to flow down these suspension and debarment provisions to all lower tier covered transactions.
- E. If the Recipient suspends, debar, or takes any similar action against a Third-Party Participant or individual, the Recipient will provide immediate written notice to the:
 - I. FTA Regional Counsel for the Region in which the Recipient is located or implements the Underlying Agreement;
 - II. FTA Headquarters Manager that administers the Grant or Cooperative Agreement; or
 - III. FTA Chief Counsel.

Awards Exceeding \$50,000

15. Never Contract with the Enemy

The Recipient agrees to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

Awards Exceeding \$100,000

16. Resolution of Disputes, Breaches, or Other Litigation

A. FTA Interest

FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

B. Notification to FTA; Flow Down Requirement

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its sub-agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

- I. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- II. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- III. Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

C. Federal Interest in Recovery

The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.

D. Enforcement

The Recipient must pursue its legal rights and remedies available under any Third-Party Agreement or any federal, state, or local law or regulation.

E. Agency Process

*Vendors may view the dispute resolution process here:

<https://www.fortbendcountytx.gov/government/departments/purchasing-agent/fta-funded-procurements>
In the FTA Funded Procurements Guidelines document.

17. Lobbying Restrictions.

The Recipient agrees that neither it nor any Third-Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:

A. Laws, Regulations, Requirements, and Guidance. This includes:

- I. The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended;
- II. U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended; and
- III. Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature; and

B. Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.


C. Political Activity. The Recipient agrees to comply with:

- I. The Hatch Act, 5 U.S.C. chapter 15, which limits the political activities of state and local government agencies supported in whole or in part with federal assistance, including the political activities of state and local government officers and employees whose principal governmental employment activities are supported in whole or in part with federal assistance;
- II. U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 C.F.R. part 151; and
- III. 49 U.S.C. § 5323(l)(2) and 23 U.S.C. § 142(g), which limits the applicability of the Hatch Act, as follows:
 - a. The Hatch Act does not apply to nonsupervisory employees of a public transportation system, or any other agency or entity performing related functions, based upon the Award of federal assistance under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2); but
 - b. Notwithstanding the preceding section 4(e)(3)(ii) of this Master Agreement, the Hatch Act does apply to a nonsupervisory employee if imposed for a reason other than the Award of federal assistance to its employer under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2).

D. Lobbying and Disclosure Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Company <i>Audio Visual Technologies Group, Inc.</i>	Printed Name of Person Completing Form <i>Kimberly Smith</i>
Date <i>8-11-22</i>	Signature 

Awards Exceeding \$150,000

18. Environmental Protection (Clean Air and Clean Water)

The Recipient agrees to comply with the regulations within the Clean Air Act (42 U.S.C. §§ 7401 - 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 - 1388), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 - 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 - 1388). Violations must be reported to the 64 Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

State of Texas Procurement Contract Clauses

State of Texas - Procurement Types Summary:

All Texas-Assisted Third-Party Contracts and Subcontracts

1. Debarment
2. Family Code Child Support Obligation Certification
3. Debts and Delinquencies Affirmations
4. Disaster Recovery Plan
5. Disclosure of Prior State Employment
6. Entities that Boycott Israel
7. Federal Executive Order 13224 Excluded Parties
8. False Statements
9. Financial Participation Prohibited Affirmation
10. Foreign Terrorist Organizations
11. Disaster Relief Contract Violation
12. Public Information Act
13. Signature Authority
14. State Auditor's Right to Audit
15. Suspension and Debarment
16. Assignment
17. Contracting Information Responsibilities
18. Human Trafficking Prohibition

1. 34 TAC §20.585 Debarment

The Recipient agrees that The State of Texas, in order to protect the interests of the state may:

- A. Conduct an investigation upon a complaint regarding a contractor's acts and omissions in procurement or performance of that contract where the complaint may constitute cause for debarment;
- B. Cancel one or more of the contractor's active or pending contracts upon a complaint regarding the contractor's acts and omissions in procurement or performance of that contract where the complaint may constitute cause for debarment;
- C. Assess actual damages and costs incurred due to contractor's failure to perform as specified in the contract;
- D. Debar a contractor for a specified period of time; and
- E. Take any other action authorized by law.

2. §231.006 Family Code Child Support Obligation Certification

Under Section 231.006(d) of the Texas Family Code, the Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified GRANT and acknowledges that this Agreement may be terminated and payment or grant funds may be withheld if this certification is inaccurate.

3. §2252.903 Gov't Code Debts and Delinquencies Affirmations

Sub-recipient agrees that any payments due it under the Agreement shall be applied toward any debt or delinquency that is

owed to the State of Texas.

4. §444.190 Gov't Code Disaster Recovery Plan

In accordance with 13 TAC (Texas Administrative Code) §6.94(a)(9), Sub-recipient shall provide descriptions of its business continuity and disaster recovery plans

5. §2254.033 Gov't Code Disclosure of Prior State Employment

In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, RESPONDENT certifies that it does not employ an individual who has been employed by TxDOT or another agency at any time during the two years preceding the submission of the Response or, in the alternative, RESPONDENT has disclosed in its Response the following:

- A. The nature of the previous employment with TxDOT or the other agency;
- B. The date the employment was terminated; and
- C. The annual rate of compensation for the employment at the time of its termination.

6. §2271.001 Gov't Code Entities that Boycott Israel

Pursuant to Section 2271.001 of the Texas Government Code, Sub-recipient certifies that either:

- A. It meets an exception criterion under Section 2271.002, or
- B. It does not boycott Israel and will not boycott Israel during the term of this Agreement. Sub-recipient shall in a writing to TxDOT state any fact(s) that make it exempt from the boycott certification.

7. Federal Executive Order 13224 Excluded Parties

Sub-recipient certifies that it is not listed on the prohibited vendors list authorized by Executive Order 13224, Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

8. §2155.077(a)(2) Gov't Code False Statements

Sub-recipient represents and warrants that all statements and information prepared and submitted in this document are current, complete, true and accurate. Submitting a false statement or material misrepresentation made during the performance of a contract is a material breach of contract and may void this agreement.

9. §2155.004 Gov't Code Financial Participation Prohibited Affirmation

Under Section 2155.004(b) of the Texas Government Code, Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified agreement/GRANT and acknowledges that this agreement may be terminated, and payment withheld if this certification is inaccurate.

10. §2252.152 Gov't Code Foreign Terrorist Organizations

Sub-recipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization as prohibited by Section 2252.152 of the Texas Government Code.

11. §2155.006 and 2261.053 Gov't Code Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified agreement/GRANT and acknowledges that this agreement may be terminated and payment withheld if this certification is inaccurate.

12. Chapter 552, Gov't Code and §2252.907 Gov't Code Public Information Act

Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, the Sub-recipient is required to make any information created or exchanged with the State pursuant to the Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

13. §2252.0012 Gov't Code Signature Authority

The Sub-recipient represents and warrants that the individual executing this Agreement is authorized to sign this Agreement on behalf of the Sub-recipient and to bind the Sub-recipient.

14. §2262.154 Gov't Code State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

15. §2155.077 Gov't Code Suspension and Debarment

Sub-recipient certifies that it and its principals are not suspended or debarred from doing business with the State of Texas or federal government as listed on the State of Texas Debarred Vendor List as maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

16. §2262.056 (b) Gov't Code Assignment

Sub-recipient shall not assign its rights under the Agreement or delegate the performance of its duties under the Agreement without prior written approval from the TxDOT. Any attempted assignment in violation of this provision is void and without effect.

17. §552.372 Gov't Code Contracting Information Responsibilities

In accordance with Section 552.372 of the Texas Government Code, Sub-recipient agrees to:

- A. preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to TxDOT for the duration of the Agreement,
- B. promptly provide to TxDOT any contracting information related to the Agreement that is in the custody or possession of the Sub-recipient on request of TxDOT, and
- C. on termination or expiration of the contract, either provide at no cost to TxDOT all contracting information related to the Agreement that is in the custody or possession of the Sub-recipient or preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TxDOT. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Agreement and the Sub-recipient agrees that the Agreement can be terminated if the Sub-recipient knowingly or intentionally fails to comply with a requirement of that subchapter.

18. §2155.0061 Gov't Code Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, the Sub-recipient certifies that the individual or business entity named in the Agreement is not ineligible to receive the specified Agreement/GRANT and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Certification to Purchaser

1. The undersigned vendor certifies that the manufactured good(s) furnished will meet or exceed the specifications, and/or that services rendered will comply with the terms of the solicitation or contract.
2. The undersigned vendor certifies that it has read all of the bid, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

Name of Company:

Audio Visual Technologies Group, Inc.

Address:

12502 Exchange Dr. Suite 404 Stafford Tx 77477

Telephone:

281-240-2100

SS# or Tax ID#:

74-1297835

Printed Name of Person Completing Form:

Kimberly Smith

Signature



Date:

8-11-22

Description of Commodity Service:

Video Surveillance Cameras

Disadvantaged Business Enterprise Information

Type of Organization (check the application type of organization)

☐ Sole Proprietorship ☐ General Proprietorship ☒ Corporation ☐ Limited Partnership ☐ Limited Proprietorship

Is your firm a DBE? ☒ Yes ☐ No

If yes, what type?

Non-Minority Woman Owned

Third Party Procurement Contract Provisions

Third Party Procurement Contracting Provisions

Select the additional third-party procurement contracting provisions based on the type of solicitation you're procuring:

**Procurements cannot be combined. Example: Construction procurement and Rolling Stock procurement, use separate PTN 130s for each.*

☐ **1. Construction Related Clauses**

☐ Federal and State

☐ State Clauses

☐ **2. Rolling Stock Related Clauses**

☐ Federal and State

☐ State Clauses

☐ **3. Professional Services / Architectural Engineering**

☐ Federal and State

☐ State Clauses

☒ **4. Materials & Supplies Related Clauses**

☒ Federal and State

☐ State Clauses

☐ **5. Operations / Management Related Clauses**

☐ Federal and State

☐ State Clauses

4a. Federal Materials & Supplies Related Clauses

- A. Cargo Preference
- B. Recycled Products
- C. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
 - ☒ Awards Exceeding \$150,000
- D. Buy America

A. Cargo Preference

The contractor agrees to comply with the shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 C.F.R. part 381.

B. Recycled Products

The Contractor 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.

C. Prohibition on certain telecommunications and video surveillance services or equipment.

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

- I. Procure or obtain;
- II. Extend or renew a contract to procure or obtain; or
- III. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- IV. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- V. Telecommunications or video surveillance services provided by such entities or using such equipment.
- VI. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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

Awards Exceeding \$150,000

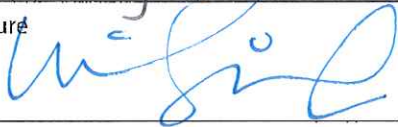
D. Buy America

Except as the Federal Government determines otherwise in writing, the Recipient agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidance of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with 49 U.S.C. § 5323(j);

Buy America Certification

Buy America (Check where Applicable):

- ☒ The vendor or offeror hereby certifies it will comply with the requirements of 49 USC 5323(j) and the applicable regulations in 49 CFR 661, providing Buy America compliant manufactured goods or rolling stock.
- ☐ The vendor or offeror cannot comply with the requirements 49 USC 5323(j), but may qualify for an exception to the requirement pursuant to the regulations in 49 CFR 661.

Name of Company <i>Audio Visual Technologies Group, Inc</i>	Printed Name of Person Completing Form <i>Kimberly Smith</i>
Date <i>8-11-22</i>	Signature 

Materials and Supplies Related Clauses

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. Vendors are certifying by reference the entire list FTA's current fiscal year Certifications and Assurances (for fiscal year 2022), and shall download the at:

<https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>.

Name of Company <i>Audio Visual Technologies Group, Inc.</i>	Printed Name of Person Completing Form <i>Kimberly Smith</i>
Date <i>8-11-22</i>	Signature <i>[Signature]</i>

4b. State of Texas Required Clauses: Materials & Supplies Related Clauses

A. Dispute Resolution

A. §2260.004 Gov't Code Dispute Resolution

The Recipient agrees to the dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute under this Agreement.

Materials and Supplies Related Certification

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with State of Texas funds.

Name of Company <i>Audio Visual Technologies Group, Inc.</i>	Printed Name of Person Completing Form <i>Kimberly Smith</i>
Date <i>8-11-22</i>	Signature <i>[Signature]</i>