

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR AUDIO VISUAL SYSTEM UPGRADE FOR COMMISSIONERS' COURTROOM
(RFP 23-019)**

THIS AGREEMENT ("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 Buckeye Technology Solutions d/b/a CCS Presentation Systems (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas, (collectively referred to as the "parties").

WITNESSETH

WHEREAS, County desires that Contractor complete an audio visual system upgrade to the Commissioners' Courtroom, located at 401 Jackson Street, Richmond, Texas (hereinafter the "Services") pursuant to RFP 23-019; and

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

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

AGREEMENT

Section 1. Scope of Services

1.1 Contractor shall render Services to County as defined in Contractor's Proposal (Proposal #: Q-3181), dated July 24, 2023, attached hereto as Exhibit "A" and incorporated herein for all purposes; and in accordance with the requirements and specifications of RFP 23-019, including any Addendum to RFP 23-019, and incorporated fully by reference all purposes.

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 Scope of 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 Scope of 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.

2.3 When performing Services on-site at the County, Contractor shall comply with, and ensure that all Contractor personnel comply with, all rules, regulations and policies of County that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibits. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is Eighty-Six Thousand, Thirty-Four Dollars and 50/100 (\$86,034.50). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without a written agreement executed by the parties.

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

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. 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.

3.4 County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

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-Six Thousand, Thirty-Four Dollars and 50/100 (\$86,034.50), 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-Six Thousand, Thirty-Four Dollars and 50/100 (\$86,034.50).

4.3 It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend 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

5.1 The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from County, to be scheduled at a time that is mutually agreeable between the parties but without reasonable delay.

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 – County may terminate this Agreement at any time upon thirty (30) days written notice.

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 Scope of Services 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 presented for payment by Contractor

to County. Contractor's final Pay Application 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 under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

10.1 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 (or a Claims Made form for Professional Liability Insurance) from such companies having Best's 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:

10.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

10.1.2 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.

10.1.3 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.

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

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

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Section 11. Performance and Payment Bond

Contractor shall post with County, not later than ten (10) days of the execution of this Agreement, a performance and payment bond in the amount of one hundred percent (100%) of the total lump sum price in such form as is satisfactory to County. The bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas.

Section 12. Indemnity

12.1 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, INTENTIONAL TORT, OR INTELLECTUAL PROPERTY INFRINGEMENT OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

12.2 Contractor shall timely report all such matters to County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of County required by Contractor in the defense of each matter.

12.3 Contractor's duty to defend indemnify and hold County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Agreement unless otherwise agreed by County in writing. The provisions of this Section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.

12.4 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless

there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter.

12.5 Contractor's indemnification shall cover, and Contractor agrees to indemnify County, in the event County is found to have been negligent for having selected Contractor to perform the work described in this request.

12.6 The provision by Contractor of insurance shall not limit the liability of Contractor under this Agreement.

12.7 Contractor shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Contractor's operations. Such provisions shall be in form satisfactory to County.

12.8 Loss Deduction Clause - County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or trade contractor providing such insurance.

Section 13. Confidential and Proprietary Information

13.1 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.

13.2 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.

13.3 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.

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

13.5 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 this Agreement are not proprietary or confidential information.

13.6 Contractor expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

Section 14. Independent Contractor

14.1 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.

14.2 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 15. Notices

15.1 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).

15.2 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 Information Technology Department
Attn: Information Technology 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: Buckeye Technology Solutions d/b/a CCS Presentation
Systems
Attn: Kevin Salmon
20212 Hempstead Road, Building 1
Houston, Texas 77065

15.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 15.1 and 15.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

15.3.1 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.

15.3.2 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 16. 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 17. Performance Warranty

17.1 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.

17.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibits; and in accordance with the requirements and specifications of RFP 23-019, including any Addendum to RFP 23-019.

Section 18. Assignment and Delegation

18.1 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.

18.2 Neither party may delegate any performance under this Agreement.

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

Section 19. 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. County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.

Section 20. 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 21. Third Party Beneficiaries

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

Section 22. 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 23. 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 24. 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 25. Conflict

In the event there is a conflict between documents, the following will have priority with regard to the conflict: first: this document titled Agreement for Audio Visual System Upgrade for Commissioners’ Courtroom (RFP 23-019); second: Contractor’s Proposal (Proposal #: Q-3181), dated July 24, 2023 (attached as Exhibit A); and third RFP 23-019, including any Addendum to RFP 23-019 (incorporated fully by reference).

Section 26. Certain Federal Requirements for Contracts

26.1 Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all applicable federal terms, including those attached as Exhibit “B” attached hereto and incorporated herein for all purposes. The terms listed in Exhibit B flow down to all third party contractors and their subcontracts at every tier that exceed the small purchase threshold as set by the County, unless a particular award term or condition specifically indicates otherwise. Contractor shall require that the clauses listed in Exhibit B shall be included in each covered transaction at any tier.

Section 27. Certain State Law Requirements for Contracts

27.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

27.2 Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

27.3 Agreement not to Boycott Energy Company Chapter 809 of the Texas Government Code: By signature below, Contractor verifies that if Contractor employs then (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement. "Boycott energy company" has the meaning provided in Section 809.001 of the Texas Government Code.

27.4 Agreement not to Discriminate Against Firearm Entity or Firearm Trade Association Chapter 2274 of the Texas Government Code. By signature below, Contractor verifies that if Contractor employs then (10) or more full-time employees and this Agreement has a value of \$100,000 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 § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

Section 28. Human Trafficking

BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE 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.

(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 to be effective on the day signed by the last party.

FORT BEND COUNTY

BUCKEYE TECHNOLOGY SOLUTIONS D/B/A CCS PRESENTATION SYSTEMS

KP George, County Judge



Authorized Agent – Signature

Date

Kevin Salmon

Authorized Agent – Printed Name

ATTEST:

Account Executive

Title

Laura Richard, County Clerk

8-21-2023

Date

APPROVED:



Information Technology Department

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 Ed Sturdivant, County Auditor

Exhibit A: Contractor's Proposal (Proposal #: Q-3181), dated July 24, 2023; and
Exhibit B: Federal Clauses

EXHIBIT A

Fort Bend
County

PROPOSAL #
Q-3181

RFP 23-019 -
Audio Visual
System Upgrade
for Courtroom
PROPOSAL

July 24, 2023

Proposal To:
Fort Bend County

301 Jackson Street, Richmond, TX 77469

From:

Kevin Salmon

20212 Hempstead Rd, Building 1, Houston, TX 77065

ksalmon@ccsprojects.com





COMPANY PROFILE

CCS Presentation Systems - Texas

Since 1991, CCS Presentation Systems has empowered customers in the corporate, government, entertainment, house of worship and higher education industries by providing full-service system design, installation, integration, remote asset management, training/professional development, support, and maintenance of audio and video equipment.

Elevated by a unique growth model supporting individual owners in each state, CCS has expanded from a two-person operation into the 8th largest AV integration groups in the United States with more than 350 employees, offices in 27 states and annual revenue in excess of \$150 million. CCS was recently ranked by Commercial Integrator as one of the top 10 commercial audio-visual integrators in the country, securing its place as a trusted resource for A/V products and audio video integration.

The company's professional A/V consultants have more than two and a half decades of experience providing A/V solutions to unique facilities across a variety of industries. CCS Presentation Systems works closely with client organizations to develop long term technology life-cycle strategies, provide infrastructure assessment and upgrade recommendations that adapt to and align with business workflows and objectives.

CCS develops implementation plans that align with client construction schedules and milestones, performs project on-site integration and system commissioning services and provides varying levels of ongoing technical support via corporate help desk, remote support and on-site services. Our ownership model is focused on delivering the highest level of service while designing, installing and supporting the best in class technologies across all business sectors. Our customers include Fortune 100 companies with national and international locations which require consistent service, timely response and high product utilization with little downtime.

The CCS -Texas supports the onsite needs of customers across the entire state of Texas with offices located in Houston, Dallas/Fort Worth and Austin/San Antonio. The hands-on experience of our team of project managers, audio visual solution architects, programmers and traveling field integration technicians averages more than 10 years per employee. In addition, our technical teams are heavily focused on continued technical education, safety training, project implementation efficiency and quality control.

LOCATIONS SUPPORTING ALL OF TEXAS

CCS-TX-Houston

20212 Hempstead Rd., Bldg 1
Houston, TX 77065

CCS-TX-Dallas

2201 Midway Rd. #306
Carrollton, TX 75006





CLIENT RESPONSIBILITIES

While onsite, CCS-TX and any subcontracted vendors will require access to the following:

- A secure space for the equipment in a multi-day installation and trash receptacles on-site for any discarded materials.
- All computers and peripheral equipment (keyboards, mice, etc.), cable/satellite television feeds and receivers.
- All defined IT infrastructure and support to test and commission the system including, but not limited to data ports, patch panels, network switches, analog phone lines, etc. IP addresses, phone numbers, etc. must be provided to CCS at least 3 days prior to installation commencing.
- Client to provide all required electrical outlets including power for equipment racks, flat panel displays, projectors, projector screens, etc. It is recommended that all electrical outlets originate from the same circuit/panel and not be shared circuit.
- Client to provide appropriate structural support for installation of flat panel displays and projection systems. Client understands CCS is not responsible for “shaky images” related to building structure or conditions.

Items below are outside the scope of work unless otherwise noted in this scope of work:

- All conduit and cable paths including wall penetrations and fire stop.
- High voltage wiring panels, breakers, relays boxes and receptacles.
- Any related electrical work, including but not limited to 110VAC, conduit, core drilling, raceway and boxes.
- Concrete saw cutting and core drilling.
- Firewall, ceiling, roof and floor penetration patching, removal or fire stopping.
- Necessary sheet rock replacement and repair.
- Necessary ceiling tile or T-bar modifications, replacement and repair.
- Millwork modifications including cutting into tables or modifying cabinets to accommodate racks or airflow
- Permits, unless specifically provided for in this scope of work.
- 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.
- Any required pre-installation safety training classes, Job Safety Analysis (JSA) forms or other required pre-installation documentation.
- Any unforeseen time/cost associated to...
 - uncommunicated client policies and procedures requiring adjustments or stoppage.
 - interrupted access to the installation site.
 - Client to provide a secure space for the equipment in a multi-day installation.

Owner Furnished Equipment (OFE):

- Unless specifically stated in this scope of work, the warranty provisions in this contract do not cover OFE.
- Client understands that OFE will not be controlled unless specifically stated in this scope of work.

COURTROOM

SCOPE

Owner Furnished Equipment Statement:

With respect to Owner Furnished Equipment (OFE), CCS Presentation Systems does not warrant the functionality or serviceability of any equipment not purchased through CCS on this proposal. Any estimates made that reference OFE are made with the client's assurance that the equipment is functional and meets the standards as required by the entire system that is being implemented. CCS is not responsible for issues arising from the integration OFE equipment.

The client further warrants that any OFE will be available when required by CCS. Any delays of said equipment or infrastructure may result in significant project delays and completion date. This may result in additional billable costs due to trip charges, schedule changes, or any other costs incurred by CCS resulting from the OFE items not being available or properly functioning.

- The first task will be for CCS to remove all equipment that is not being used as a part of the AV upgrade. Equipment will be handed over to Fort Bend County to do with as they please. CCS has not included money to environmentally recycle the items. Equipment includes but is not limited to: (1) wall mounted display, (5) computer monitors at the Dais, Crestron DMPS, Crestron touch panel, BiAmp Audia Solo, Atlona distribution equipment, Shure wireless microphone receiver, Shure gooseneck microphones, ceiling and wall speakers, Lifesize codec, Denon DN-500R, and Denon D8T-1713UD.
 - Wall mount (1) Sony 85" display at the Dais and (1) Sony 75" display on the side wall in the same location as the existing wall mounted displays. Install a decoder behind each display that connects to OFE data cabling that goes to the AV switch..
 - Install (5) Planar 24" touch monitors on short monitor arms at the Dais. Each monitor will have a decoder (which connects to the OFE data cabling that goes to the AV switch) and a Crestron digital graphics engine (DGE) for annotation capabilities. The DGE will be able to annotate on top of any of the (3) sources. Note that only one source can be shown at the Dais at a time. When council member A has written their annotations and council member B wants to provide annotations, council member A's annotations do go away. There is no physical way to have multiple council members annotations show at the same time.
 - Install an OFE Kramer auto-switcher at each Planar monitor. The feed from the AV over IP system will be the primary feed. A patch cable will be provided so that people can bring in a laptop and connect it to their monitor. Note when they connect locally their laptop image will only show on their monitor (it does not show on the other council members monitors or on the TV's in the room).
 - Install an OFE Sharp 80" display on a mobile cart with a JBL soundbar. A decoder will be mounted to the cart and a 15' patch cable provided to plug into the OFE data cabling which connects to the AV network switch.
 - Install an encoder for each of (3) different sources: laptop feed at the "front right table", dedicated room PC (a wireless keyboard/mouse will be provided to operate the PC), and Barco ClickShare.
 - Install an encoder for a feed from the SWAGIT system.
 - Install a decoder to feed the Vaddio AV Bridge Mini to get the SWAGIT camera feed into the dedicated PC for web conferencing. It is important to note that the SWAGIT system cannot be controlled via the Crestron touch panel in the room. CCS called SWAGIT to confirm that the only way to control their cameras is to have one of their technicians drive the system for a meeting or to use the tablet/joystick that is in the SWAGIT rack.
 - Install a decoder to get content into the SWAGIT system.
 - Install a decoder to get program audio into the DSP.
 - Note that all encoders and decoders will connect to a new Netgear AV switch.
 - Install a new audio processor for the space that is capable of SIP integration for telephony collaboration. There will be (9) new gooseneck microphones installed that have a LED indicator that changes color when the mute button is pressed on the touch panel. CCS will also install (2) wireless handheld mic systems.
- *NOTE: The newest version of the Core 110f (v2) does not have GPIO ports for logic control of the microphones. This is why CCS added the two QIO-GP8x8 units.
- Install (7) ceiling recessed speakers in approximately the same location that the current ceiling recessed speakers are located. These will be on one channel of the amplifier. Wall mount (1) wide-coverage speaker and (2) box speakers in the location where the current

wall mounted speakers are located. Those three speakers will be on the other channel of the amplifier. CCS will utilize an OFE Crestron AMP-2210HT to power all speakers.

- Install a Crestron control processor with new 10" hard-wired tabletop touch panel located at the "front right table". It is important to note that all displays will always have the same image on them and that audio follows video. Under this proposal you cannot have video from one source and audio from a different source.

- Install an assisted listening system for the room. The system features a wireless feed that can stream to people's smartphone via Listen app. Note that you must be located within the room to get the wireless feed. The system also comes with (2) receivers/neck loops/ear speakers for those that may not have smartphones. Up to 1000 users can connect to the wireless feed at a time.

- All equipment will reside in an OFE rack located within the courtroom and OFE rack located in the remote credenza.

- CCS will provide (4) 2-hour training sessions on use of the system. It is fully expected that a user will obtain full knowledge with a single training session. CCS knows that not all users can attend the same session and others may want a refresher after their initial training.

* Fort Bend County is responsible for providing all cable pathways for the project. The personnel employed by Fort Bend County when the RFP was issued stated that pathways exist however they never showed CCS the pathways and are no longer with Fort Bend County.

* Project Timing: The earliest that CCS can begin the installation is 6 weeks after receipt of a PO. This time is needed to obtain equipment from the various manufacturers. Assuming that a PO would be issued by August 7th, that means that CCS could start the project on September 18th. It is a known fact that multiple items on this proposal have long lead times. Crestron is currently quoting Q4 2023 or even Q1 2024 for some of their product. Because a performance bond is required, CCS cannot commit to finishing the project before June 30, 2024. CCS will work to complete the project as soon as parts are available. As has been stated, CCS wants the project done as soon as possible so that we can invoice the project and collect payment on the invoice. If a PO has not been issued by mid-August 2023 we will need to revisit the stated dates.

NOTE

QTY	DESCRIPTION	PRICE	PRICE EXT	TOTAL
1	CCS HUB Texas HUB Vendor. Certificate/VID Number 1320453835200, File/Vendor Number 490986	\$0.00	\$0.00	\$0.00
1	CCS PRICING Due to unprecedented supply chain issues, industry manufacturers are having frequent price increases. As such, any proposal from CCS will be valid for 14 days from the date it was issued or the 1st day of a month, whichever comes first. Please contact your Account Executive for an updated proposal before issuing a purchase order or approving a quote. Thank you for your understanding.	\$0.00	\$0.00	\$0.00
1	All OFE OWNER FURNISHED EQUIPMENT - Crestron AMP 2210HT, (5) Kramer VS-211HA, Sharp 80" display, equipment rack, SWAGIT system w. HDMI input and output available, cameras associated with SWAGIT system, cabling to all displays and the overflow room, (2) Middle Atlantic PD-915R, 11RU rack located in the courtroom.	\$0.00	\$0.00	\$0.00
1	CCS MISC Performance Bond	\$1,290.50	\$1,290.50	\$1,290.50

DISPLAY

QTY	DESCRIPTION	PRICE	PRICE EXT	TOTAL
1	Sony FWD85X80K 85" 3840 x 2160 4K HDR LED Professional Display w. Tuner	\$2,899.00	\$2,899.00	\$2,899.00
1	Sony FWD75X80K 75" 3840 x 2160 4K HDR LED Professional Display w. Tuner	\$1,944.00	\$1,944.00	\$1,944.00

CCS Presentation Systems

Exhibit A

Confidential Proposal

QTY	DESCRIPTION	PRICE	PRICE EXT	TOTAL
2	BRKT Brand TLT3790FULL-LVL Large tilt wall mount	\$117.00	\$234.00	\$234.00
5	Planar Systems PCT2435 Helium 24in wide black HID compliant projected capacitive multi-touch FHD IPS edge-lit LED LCD, USB controller, VGA, HDMI, USB 3.0 Hub, speakers, dual-hinge stand.	\$311.00	\$1,555.00	\$1,555.00
5	Chief K1C110B K1 CLMN MNT SINGLE DISPLAY 1L ARM, BLK	\$211.00	\$1,055.00	\$1,055.00
1	Peerless-AV PR560M Paramount Universal Cart for 55-86 Displays w/Shelf	\$395.00	\$395.00	\$395.00

VIDEO

QTY	DESCRIPTION	PRICE	PRICE EXT	TOTAL
5	Visionary Solutions PacketAV E4100 A/V Encoder, 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality; POE	\$700.00	\$3,500.00	\$3,500.00
12	Visionary Solutions PacketAV D4100 A/V Decoder, 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality; POE	\$700.00	\$8,400.00	\$8,400.00
1	Barco R9861512US CX-20 set	\$1,924.00	\$1,924.00	\$1,924.00
1	Vaddio 999-8240-000 AV Bridge Mini N/A	\$2,038.00	\$2,038.00	\$2,038.00
6	Crestron DGE-100 Digital Graphics Engine 100	\$1,286.00	\$7,716.00	\$7,716.00
1	Liberty AV DL-7USB-PHUB 7-PORT POWERED USB 3.0 HUB	\$84.00	\$84.00	\$84.00
1	Crestron DM-NUX-R2 DM NUX USB over Network with Routing, Remote	\$381.00	\$381.00	\$381.00
1	Crestron DM-NUX-L2 DM NUX USB over Network with Routing, Local	\$381.00	\$381.00	\$381.00

AUDIO

QTY	DESCRIPTION	PRICE	PRICE EXT	TOTAL
1	QSC CORE 110f-v2 Unified Core with 24 local audio I/O channels, 128x128 total network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual LAN ports, POTS and VoIP telephony, no GPIO, 16 next-generation AEC processors, 1RU.	\$3,049.00	\$3,049.00	\$3,049.00
1	QSC SLQUD-110-P Q-SYS Core 110 UCI Deployment Software License, Perpetual.	\$173.00	\$173.00	\$173.00
1	QSC SLQSE-110-P Q-SYS Core 110 Scripting Engine Software License, Perpetual.	\$356.00	\$356.00	\$356.00

CCS Presentation Systems

Exhibit A

Confidential Proposal

QTY	DESCRIPTION	PRICE	PRICE EXT	TOTAL
2	QSC QIO-GP8x8 Q-SYS peripheral providing control expansion with 8 logic inputs and 8 logic outputs. Up to 4 devices daisy-chainable. 1U-1/4W, powered over Ethernet or +24 VDC. Surface mountable, rack kit sold separately.	\$332.00	\$664.00	\$664.00
1	QSC QIO-ML2x2 Q-SYS peripheral providing 2 mic/line inputs and 2 line outputs. Up to 4 devices daisy-chainable. 1U-1/4W, powered over Ethernet or +24 VDC. Surface mountable, rack kit sold separately.	\$526.00	\$526.00	\$526.00
2	Shure QLXD24/SM58-G50 SM58® Vocal System	\$999.00	\$1,998.00	\$1,998.00
1	Shure SBC220-US 2 Bay Networked Docking Station	\$335.00	\$335.00	\$335.00
2	Shure SB900B RECHARGEABLE BATTERY	\$93.00	\$186.00	\$186.00
9	Shure MX400DP Small Desktop Base with input, switched preamplifier, programmable logic switch and LED. Supports standard and light ring microphones	\$210.00	\$1,890.00	\$1,890.00
9	Shure MX415LPDF/C 15" Shock-Mounted Gooseneck, Green/Red LED Ring at bottom, Less Preamplifier, Dual Flexible, Cardioid	\$204.00	\$1,836.00	\$1,836.00
9	Shure R185B Black Cardioid Cartridge for MX- (Microflex®)Models and WL185	\$57.00	\$513.00	\$513.00
8	JBL Professional CONTROL 26CT 6.5"CEILING SPKR W/X-FRMER(2PR Per CTN)	\$172.00	\$1,376.00	\$1,376.00
1	JBL Professional CONTROL HST Control HST - Wide-Coverage On-Wall Speaker	\$291.00	\$291.00	\$291.00
2	JBL Professional Control 25-1 5¼" 2-WAY SURFACE-MT SPKR, BLK	\$171.00	\$342.00	\$342.00
1	JBL Professional PSB-1 Active Soundbar	\$217.00	\$217.00	\$217.00

ASSISTED LISTENING

QTY	DESCRIPTION	PRICE	PRICE EXT	TOTAL
1	Listen Technologies LWS-10-A1 2-Channel Wi-Fi System with 2 Receivers	\$2,225.00	\$2,225.00	\$2,225.00
1	Netgear wax625-100NAS Insight Managed DB WiFi 6 AP	\$345.00	\$345.00	\$345.00

CONTROL SYSTEM

QTY	DESCRIPTION	PRICE	PRICE EXT	TOTAL
1	Crestron CP4N 4-Series Control System	\$1,777.00	\$1,777.00	\$1,777.00
1	Crestron TS-1070-B-S 10.1 in. Tabletop Touch Screen, Black Smooth	\$2,012.00	\$2,012.00	\$2,012.00

QTY	DESCRIPTION	PRICE	PRICE EXT	TOTAL
1	Visionary Solutions GSM4248PX-100NAS M4250-40G8XF-POE+ MANAGED SWITCH / 40 x Gigabit Ethernet PoE+, 8 x (SFP +) 10 Gigabit Ethernet Expansion Slot, PoE Budget 960W	\$3,124.00	\$3,124.00	\$3,124.00
1	Logitech 920-002555 WIRELESS WAVE COMBO MK550	\$61.00	\$61.00	\$61.00

RACK HARDWARE AND CABLE

QTY	DESCRIPTION	PRICE	PRICE EXT	TOTAL
1	Middle Atlantic U1V-4 1SP VENTED SHELF 4PK	\$155.00	\$155.00	\$155.00
1	Middle Atlantic LBP-1A 10 PACK L LACER BAR	\$34.00	\$34.00	\$34.00
10	COVID MC-HD2-03 Slim Line HDMI 2.0 Cable, 3ft	\$12.00	\$120.00	\$120.00
12	COVID MC-HD2-06 Slim Line HDMI 2.0 Cable, 6ft	\$14.00	\$168.00	\$168.00
1	Extron Electronics 26-663-15 HDMI Ultra/15 4K Premium High Speed HDMI Ultra-Flexible Cable - 15' (4.5 m)	\$83.00	\$83.00	\$83.00
7	COVID C6F-RJ-BLK-03 Cat 6 Shielded, RJ45 to RJ45, Black Jacket, 3ft	\$3.00	\$21.00	\$21.00
7	COVID C6F-RJ-BLK-07 Cat 6 Shielded, RJ45 to RJ45, Black Jacket, 7ft	\$5.00	\$35.00	\$35.00
1	COVID C6F-RJ-BLK-15 Cat 6 Shielded, RJ45 to RJ45, Black Jacket, 15ft	\$9.00	\$9.00	\$9.00
1	COVID USB-AA-03 USB 2.0 Cable, A Male to A Male, 3ft	\$3.00	\$3.00	\$3.00
2	COVID USB-AB-06 USB 2.0 Cable, A Male to B Male, 6ft	\$4.00	\$8.00	\$8.00
7	COVID USB3-AB-06 USB 3.0 Cable, A Male to B Male, 6ft	\$8.00	\$56.00	\$56.00

INTEGRATION SERVICES

QTY	DESCRIPTION	PRICE	PRICE EXT	TOTAL
1	CCS MATERIALS CABLES, ADAPTERS, HARDWARE, AND MISC MATERIAL	\$760.00	\$760.00	\$760.00
1	CCS SHIPPING SHIPPING AND HANDLING	\$1,290.00	\$1,290.00	\$1,290.00
1	CCS CCS Training CCS End User Technical Training	\$800.00	\$800.00	\$800.00

LABOR & INTEGRATION

Engineering	\$1,800.00
Lead Installer	\$9,800.00

LABOR & INTEGRATION

Management	\$1,000.00
Programming	\$12,800.00
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EQUIPMENT TOTAL	\$60,634.50
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LABOR TOTAL	\$25,400.00

CCS MAX - ANNUAL AGREEMENT

All new equipment, provided by CCS, includes the manufacturer's warranty. The start date of the warranty is the date of the Client invoice. CCS warrants that all AV equipment will be installed in accordance with the manufacturer's recommended environmental and electrical operating conditions and requirements. CCS warrants their workmanship to be free of defects and to function as outlined in the scope of work and the intended purposes of the equipment for a period of 90 days from the date of Client acceptance unless superseded by an extended warranty, service contract, or preventative maintenance contract.

CCS Presentation Systems believes in building long term relationships with our customers and the foundation of that relationship is supporting the installed technology. The CCS Max plan ensures AV system integrity and provides the highest level of priority response and resolution. Our customers have a significant investment in audiovisual and videoconferencing technology and the CCS MAX Annual Maintenance Agreement sets the benchmark for planned, responsive and accountable maintenance services. CCS Max supplements the standard workmanship warranty and manufacturer's hardware warranties by providing a comprehensive service and support program critical to maximizing uptime and effective life-cycle management of AV & video teleconference systems.

Services include:

- Preventive maintenance service – 2 Per Year
- Unlimited system malfunction service calls
- Priority Response and Resolution status
- Covers all Field Service Labor and Travel Time
- 4 Hour telephone and email response time
- 16 hour onsite response time is the stated goal
- Installation of available firmware and software updates as needed to restore existing system functionality
- Unlimited remote helpdesk telephone support
- Facilitation of manufacturer's warranty
- Services provided by trained and certified audiovisual field service technician -CTS

Note that should a product have issues or fail while it is under the manufacturer warranty and the customer did not purchase the maintenance agreement, the customer is responsible for removing the defective hardware and bringing it back to CCS for repair. A manufacturer's warranty only covers the parts and labor for the manufacturer to repair the item. It does not cover CCS's time to go on-site to diagnose the issue with the system. This is one of the main benefits of the maintenance agreement in addition to the unlimited maintenance calls and semi-annual preventative maintenance.

CCS MAX - ANNUAL AGREEMENT

+\$2,064.83

ACCEPTANCE

FINANCIAL

PAYMENT SCHEDULE
To be determined

EQUIPMENT TOTAL	\$60,634.50
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LABOR TOTAL	\$25,400.00
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SUBTOTAL	\$86,034.50
TOTAL TAX	\$0.00
PROJECT TOTAL	\$86,034.50

OPTIONS Not included in the project total. Initial to the left to add the option to your project.

_____ CCS MAX - ANNUAL AGREEMENT +\$2,064.83
(ANNUALLY)

ACCEPTANCE

FORT BEND COUNTY

SIGNED

DATE

PRINT NAME

TITLE

CCS PRESENTATION SYSTEMS TEXAS



8-21-2023

DATE

SIGNED
Kevin Salmon

PRINT NAME

Account Executive

TITLE

EXHIBIT B

EXHIBIT B

CONTRACT PROVISIONS FOR CONTRACTS UTILIZING FEDERAL AWARDS AS REQUIRED UNDER 2 C.F.R. APPENDIX II TO PART 200.

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the small purchase threshold as set by the County, 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.

1. Remedies and Breach.

Contracts for more than the small purchase threshold currently set by the County at \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. Termination.

All contracts in excess of \$10,000 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.

3. Equal Employment Opportunity.

The following clause applies only for contracts involving “federally assisted construction work.

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 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. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, sex, or age. 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. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance modified only if necessary to identify the affected parties.

4. Davis-Bacon Act.

The following clause applies only for prime construction contracts of \$2,000 or more.

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

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

The following clause applies only for contracts in excess of \$100,000 that involve the employment of mechanics or laborers.

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

Contractor shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) in all subcontracts in excess of \$100,000 that involve the employment of mechanics or laborers.

6. Rights to Inventions under a Contract or Agreement.

The following clause only applies to contracts where the work is related to the performance of experimental, developmental, or research work funded by federal funds or where the work

performed is subject to copyright.

Contractor acknowledges that the federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes. Contractor will comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements”.

7. Clean Air.

The following clause applies only for contracts in excess of \$150,000.

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 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 the appropriate EPA Regional Office.

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

8. Clean Water.

The following clause applies only for contracts in excess of \$150,000.

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 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 the appropriate EPA Regional Office.

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

9. Government-wide Debarment and Suspension.

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

The Contractor shall comply and facilitate compliance with 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. A contract award in any tier must not be made to parties

listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. 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).

This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, 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.

10. Byrd Anti-Lobbying Amendment.

The following clause applies only for contracts exceeding \$100,000.

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Contractor certifies that it and all its subcontractors at every tier will not and have 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, award, including any extension, continuation, renewal, amendment, or modification 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.

11. Procurement of Recovered Materials.

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.

12. 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; or
- (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 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 People's Republic of China.

13. Domestic Preferences for Procurements.

As appropriate and to the extent consistent with law, Contractor 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.