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COUNTY OF FORT BEND

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**ADDENDUM TO DATAVOX, INC.'S AGREEMENT**  
**Pursuant to TIPS Contract Number: 230105**

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and DataVox, Inc., ("DataVox"), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a "party" or collectively as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted DataVox's Audio Visual Upgrade for Dispatch Room Proposal, last modified on April 17, 2024, (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for specified audio Visual Upgrade services concerning the Sherriff Department's Dispatch Room (the "Services"); and

WHEREAS, County desires that DataVox provide Services as will be more specifically described in this Agreement; and

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

WHEREAS, the parties wish to utilize The Interlocal Purchasing System ("TIPS") Contract Number: 230105, incorporated fully by reference, for the purchase of the Services; and

WHEREAS, the following changes are incorporated as if a part of the Agreement; and

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

## AGREEMENT

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Subject to this Addendum, DataVox will render Services to County as described in Exhibit A; and in accordance with the requirements and specifications of TIPS Contract Number: 230105. The Services shall be scheduled at a time that is mutually agreeable between the parties but without reasonable delay. All performance of the Scope of Services by DataVox 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. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. DataVox may submit invoice(s) electronically in a form acceptable to County via: [apauditor@fortbendcountytexas.gov](mailto:apauditor@fortbendcountytexas.gov). 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 Fort Bend County. 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. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE. County reserves the right to withhold payment pending verification of satisfactory work performed.

4. **Limit of Appropriation.** DataVox 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 Two Hundred Nineteen Thousand, Four Hundred Fifty and 93/100 dollars (\$219,450.93), specifically allocated to fully discharge any and all liabilities County may incur. DataVox does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that DataVox may become entitled to and the total maximum sum that County may become liable to pay to DataVox shall not under any conditions, circumstances, or interpretations thereof exceed Two Hundred Nineteen Thousand, Four Hundred Fifty and 93/100 dollars (\$219,450.93). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
5. **Public Information Act.** DataVox 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 DataVox 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 and this Addendum are not proprietary or confidential information.
6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless DataVox for any reason are hereby deleted. DataVox shall indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of DataVox, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of DataVox or any of DataVox's agents, servants or employees.
7. **Applicable Law; Arbitration; Attorney Fees.** 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 submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by DataVox in any way associated with the Agreement.

8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, DataVox hereby verifies that DataVox and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
  - a. 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 Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
  - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, DataVox 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 § 808.001 of the Texas Government Code.
  - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, DataVox 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 § 809.001 of the Texas Government Code.
  - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, DataVox 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.
9. **Federal Clauses.** DataVox understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds, as described in the Statement of Grant Award attached hereto as Exhibit B and incorporated by reference. As a condition of receiving federal and/or state grant funds, DataVox represents that it is and will remain in compliance with all federal and/or state terms as listed in Exhibit C. These terms flow down to all third-party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. DataVox shall require that these clauses shall be included in each covered transaction at any tier.

10. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. 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. 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.
11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, DATAVOX 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.
12. **Use of Customer Name.** DataVox may use County's name without County's prior written consent only in any of DataVox's customer lists, any other use must be approved in advance by County.
13. **Performance Warranty.** DataVox warrants to County that DataVox has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and DataVox 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.

DataVox 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 Exhibit A, and in accordance with the requirements and specifications of TIPS Contract Number: 230105.
14. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of TIPS Contract Number: 230105, then the terms and conditions of TIPS Contract Number: 230105 controls to the extent of the conflict.
15. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
16. **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.
17. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

18. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
19. **Personnel.** DataVox 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 DataVox 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.

All employees of DataVox shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of DataVox or agent of DataVox who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at the County, DataVox shall comply with, and ensure that all DataVox Personnel comply with, all rules, regulations and policies of County that are communicated to DataVox 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.

20. **Compliance with Laws.** DataVox 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, DataVox shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
21. **Confidential Information.** DataVox 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 DataVox 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 DataVox 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 DataVox) publicly known or is contained in a publicly available document; (b) is rightfully in DataVox'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 DataVox who can be shown to have had no access to the Confidential Information.

DataVox agrees to hold Confidential Information in strict confidence, using at least the same degree of care that DataVox 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. DataVox 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, DataVox shall advise County immediately in the event DataVox 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 DataVox will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or DataVox against any such person. DataVox agrees that, except as directed by County, DataVox 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, DataVox will promptly turn over to County all documents, papers, and other matter in DataVox's possession which embody Confidential Information.

DataVox 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. DataVox 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.

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

21. **Independent Contractor.** In the performance of work or services hereunder, DataVox 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 DataVox or, where permitted, of its subcontractors. DataVox 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.
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.
23. **Insurance.**
  - A. Prior to commencement of the Services, DataVox 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. DataVox shall provide certified copies of insurance endorsements and/or policies if requested by County. DataVox 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. DataVox 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.
  5. Professional Liability insurance with limits not less than \$1,000,000.
- B. 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 written on behalf of DataVox shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
- C. If required coverage is written on a claims-made basis, DataVox 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 the work under this Contract is completed.
- D. DataVox shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.

- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of DataVox.

24. **Remote Access.** As applicable, if DataVox requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of DataVox's Services, except as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before DataVox is granted remote access to County Systems:

- (A). DataVox will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advance in writing by the County's Director of Information Technology and Chief Information Officer.
- (B). DataVox will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. DataVox will not access County Systems via unauthorized methods.
- (C). DataVox's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
- (D). Remote access is restricted only to County Systems necessary for DataVox to conduct their services and/or provide Services to County pursuant to this Agreement.
- (E). DataVox will allow only its Workforce approved in advance by County to access County Systems. DataVox will promptly notify County whenever an individual member of DataVox's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. DataVox will keep a log of access when its Workforce remotely accesses County Systems. DataVox will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.
- (F). If any member(s) of DataVox's Workforce is provided with remote access to County Systems, then DataVox's Workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
- (G). Failure of DataVox to comply with this Section may result in DataVox and/or DataVox's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
- (H). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for DataVox, is under the direct control of DataVox, whether or not they are paid by DataVox and who have direct or incidental access to County Systems.
- (I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating

systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

(Execution Page Follows)

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

FORT BEND COUNTY

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

\_\_\_\_\_  
Date

ATTEST:

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

REVIEWED:

Robyn Doughtie  
Information Technology Department

DATAVOX, INC.

DocuSigned by:  
John Layton  
CF57B24ADEFE44B...  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
John Layton  
Authorized Agent- Printed Name

\_\_\_\_\_  
VP Audio Visual Solutions  
Title

\_\_\_\_\_  
5/7/2024 | 10:13 AM CDT  
Date

AUDITOR’S CERTIFICATE

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

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

- Exhibit A: DataVox’s Audio Visual Upgrade Proposal, last modified on April 17, 2024
- Exhibit B: Grant Provisions
- Exhibit C: Federal Clauses

# Exhibit A

# Audio Visual Proposal

for

## Fort Bend County Sheriff's Office

1410 Williams Way Blvd  
Richmond, TX 77469

## AV Upgrade for Dispatch Room (TIPS)

**DVXA-13424**

Revision : 9

Last Modified : 4/17/2024

*Note: This proposal is valid until 6/17/2024*

Account Manager

**Agustin Zentay**

System Design

**Matthew Ferguson, CTS-D, CTS-I**



THE INTERLOCAL PURCHASING SYSTEM

**TIPS Contract Number: 230105**

# DataVox

6650 W. Sam Houston Pkwy S. | Houston, TX 77072 | 713-881-5300

1701 East Lamar Blvd. Suite 170, | Arlington, TX 76006 | 817-288-2700

# DataVox Corporate Profile



*Advanced Technology Solution Partner Since 1988*

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*Since 1988, thousands of businesses have counted on DataVox to be their trusted advanced technology partner. With DataVox, your organization can enjoy the convenience of working with a single company to design, implement and maintain all aspects of their technology needs. From audio visual, to data center, cloud, network technology, network cabling, phone systems and physical security solutions. Our award-winning customer service team is here to assist your organization 24 hours a day, 7 days a week.*



## Our Mission Statement

*"Customer Success Drives Us"*

*This statement drives our everyday decisions. We pride ourselves on providing highly skilled and diverse professionals with expert knowledge across multiple technologies to bring the most innovative solutions to our clients.*

*We develop comprehensive strategies to deliver successful business outcomes using our customer-first approach. Our mission is to positively impact our employees, customers, and community.*

*Our work contributes to the prosperity of organizations by promoting innovation through technology, mitigating risk, and providing critical infrastructure for essential services.*

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# SCOPE OF WORK

This section describes the standard Audio Visual services that DataVox will provide the Customer. The services are described by typical location or room.

**Key AV Acronyms:**

OFE (Owner Furnished Equipment)	POE (Power Over Ethernet)
OFOI (Owner Furnished, Owner Installed)	PDU (Power Distribution Unit)
OFCI (Owner Furnished, Contractor Installed)	UPS (Universal Power Supply)
MTR (Microsoft Teams Room)	DSP (Digital Signal Processor)
VC (Video Conferencing)	TPS (Technical Project Supervisor)
BYOD (Bring Your Own Device)	PC (Project Coordinator)

**PROJECT SPECIFIC ASSUMPTIONS AND CONSIDERATIONS:**

- DataVox assumes all owner furnished equipment is fully functional and in good working order prior to on-site services. All OFE equipment is required to be located inside proposed installation room prior to on-site services.
- Customer is responsible for transportation, storage, or disposal of decommissioned AV equipment.
- Customer must provide plywood backing for each wall mounted display over 65" diagonal, or any size display with an articulating swing arm wall mount.
- Customer must provide plywood backing for each video wall location.
- Customer must provide (4) 20-amp circuits with duplex outlets at each video wall location.
- Customer must provide (1) 15-amp circuit with duplex outlet at each display location.
- Customer must provide (1) dedicated 20-amp circuit with duplex outlet at each AV equipment rack location.

**Dispatch Room**

This AV solution consists of replacing the existing displays with a dual 108" Direct-View LED wall and (5) 65" displays. Sources include (6) OFE PCs and (2) TV tuners for cable TV. A video wall processor has been included to be able to view all (8) sources on the video wall at the same time. All of the 65" displays will show a single source in full-screen mode only. Crestron NVX has been included for AV over IP video distribution. Audio reinforcement will be provided by (2) line array speakers on either side of the video wall. Control will be provided by a Crestron control system via a 10" wall mounted touch panel and XPANEL virtual controls. The nearby server room rack will be utilized to store rack mounted devices.

- **Displays & Mounts:**
  - DataVox will provide service to decommission all existing displays and wall mounts currently installed in the room.
  - DataVox will provide and install (2) Planar MGP Complete 108" diagonal 1.2mm pixel pitch Direct-View LED walls mounted side by side combined into a single wall. Each MGP wall includes a S6F video wall controller which will be mounted in the AV rack and provide input connectivity. DataVox has included (8) shielded Cat6 cable runs between the controllers and the video walls. DataVox has also included Planar silver installation assistance which must be coordinated in advance.
  - DataVox will provide and install (5) 65" Sony 24/7 rated 4K displays around the room mounted on Chief tilt wall mounts.
- **Audio Components:**
  - DataVox will provide and install (1) Biamp Tesira DAN VT4 audio processor in the AV rack. This device will be connected to the AV network switch via Cat6.
  - DataVox will provide and install (1) Crestron X300 amplifier in the AV rack to power the Yamaha VXL speakers. This amplifier will be configured for (2) 8-ohm 150 watt channels.
  - DataVox will provide and install (2) Yamaha VXL 16 wall mounted line array speakers, one on either side of the video wall for audio reinforcement. Each speaker will have a homerun 16-2 8-ohm audio channel.

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## AV Upgrade for Dispatch Room (TIPS)

DVXA-13424

- **Video Sources:**
  - DataVox will utilize (6) OFOI PCs in the AV rack connected to Crestron NVX encoders via HDMI. PC controls will be provided by an OFOI keyboard and mouse.
  - DataVox will provide and install (2) ZeeVee TV tuners in the AV rack which will output HDMI input the Crestron NVX system. The tuner will connect to the client's existing video distribution system via coax. IR controls will be connected to the Crestron processor via an IR Bud.
- **Video Distribution:**
  - DataVox will provide and install (1) TVONE CORIOmaster video wall processor in the AV rack with (8) HDMI inputs connected to NVX decoders and (4) HDMI outputs connected to the Planar S6F controllers. Only (2) HDMI outputs will be utilized.
  - DataVox will provide and install (1) Crestron NVX eight-card chassis with the following encoder/decoder cards patched into the AV network switch:
    - (6) Crestron NVX 360C networked AV encoder cards for OFE PCs
    - (2) Crestron NVX 360C networked AV encoder cards for ZeeVee tuners
  - DataVox will provide and install (1) Crestron NVX eight-card chassis with the following encoder/decoder cards patched into the AV network switch:
    - (8) Crestron NVX 360C networked AV decoder cards for TVONE processor (Program audio will be routed to the Biamp DSP via Dante secondary audio channel)
  - DataVox will provide and install (5) Crestron NVX 360 networked AV decoders, (1) behind each display, which will decode HDMI and RS-232 control. (5) Cat6 cable runs, one per display, to the AV network switch have been included.
- **Control Systems:**
  - DataVox will provide and install (1) Netgear 40 port POE+ network switch in the AV rack for IP and Dante connectivity. This device will utilize an OFOI network connection at the AV rack.
  - DataVox will provide and install (1) Crestron CP4N control processor in the AV rack for Crestron control processing. This device will be connected to the AV network switch via Cat6.
  - DataVox will provide and install (1) Crestron 10" wall mounted touch panel of the room for AV controls. (1) Cat6 cable run to the AV network switch has been included. The touch panel will be programmed as follows:
    - System On/Off (Video Wall On/Off, Displays On/Off)
    - Video Wall Layout Selection (Up to 5 Layouts)
    - Video Source Selection (PC 1-8, Cable TV 1-2)
    - TV Tuner 1 Controls (Channel Up/Down)
    - TV Tuner 2 Controls (Channel Up/Down)
    - Audio Source Selection (PC 1-8, Cable TV 1-2)
    - Program Volume Up/Down/Mute
  - DataVox will program Crestron XPANEL controls which will provide virtual touch panel controls from a computer on the client's network via the XPANEL app. The XPANEL interface will mirror the 10" touch panel interface.
- **Equipment Racks:**
  - DataVox will utilize (1) OFOI full-sized equipment rack in the nearby server room to house any rack mounted AV equipment. DataVox has included a SurgeX horizontal power distribution unit and rack shelves. A minimum of 20RU space is required for AV equipment.

**Stored Materials**

DataVox shall bill Customer for one hundred percent (100%) of all materials and equipment not incorporated into the work but delivered and suitably stored on- or offsite, and if applicable, a reasonable storage fee, as described in a SOW. Payment for such materials and equipment shall be made in accordance with the payment terms described herein. If requested, DataVox will provide:

- Bill of Sale identifying the materials and equipment as the property of Customer

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**AV Upgrade for Dispatch Room (TIPS)**

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- Evidence that all materials and equipment are insured for loss of any kind either at the stored location
- Certificate of insurance; and
- Photographic evidence of the stored materials and equipment.

**Equipment Lead Times**

Upon execution of an SOW, DataVox will communicate lead times on material and equipment delivery. These lead times are outside of DataVox's control and may impact project schedule and postpone project completion. Such lead times are provided by manufacturers and are subject to change based on product availability. DataVox may replace current product specifications with products of equal or greater functionality to meet Customer's project schedule. The SOW will be revised as appropriate to account for any change in the price quoted in the SOW. If Customer declines to utilize substitute product(s), it shall accept the current lead times provided by DataVox.

**Training**

DataVox will provide one hands-on training session as coordinated with the Customer. All users of the system should be present at this training session to learn basic operation and light maintenance. Additional training sessions are available upon request at additional charge.

**Out of Scope Services**

The following services are outside the scope of work:

- All conduits, such as 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
- Any audio visual consulting services to configure existing audio visual devices outside the audio visual devices provided within this SOW and the Audio Visual Proposal.
- Necessary sheet rock replacement and repair
- Necessary ceiling tile or T-bar modifications, replacement and repair
- Any and all millwork (for example, molding and trim). All millwork or modifications to project millwork to accommodate equipment
- Permits (unless specifically provided for in this SOW.)
- 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 specified in this SOW, the warranty provisions in this contract do not cover owner furnished equipment. Additionally, owner furnished equipment will not be controlled unless specifically stated in this SOW

*Acknowledged and Accepted*

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*Initial*

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# BASELINE RESPONSIBILITIES

## DataVox Responsibilities

This section lists DataVox's responsibilities for this Audio Visual proposal.

- **Building Codes:** Install all equipment according to manufacturers' specifications, national and local building codes and regulations, and will be in conformity with good engineering practices as outlined by the international Communications Industries Association (ICIA) and best practices as outlined by AVIXA.
- **ADA:** All equipment will be installed with provisions for the safety of the operator in accordance with the Americans with Disability Act (ADA) guidelines.
- **Dress Code:** All DataVox staff will dress in a professional manner displaying the DataVox logo. All DataVox staff will wear required Personal Protection Equipment (PPE). They will conduct themselves in a professional, courteous and respectful manner to all others present.
- **Work Environment:** DataVox will maintain a clean working environment, storing tools and equipment when not in use and discarding refuse as often as reasonably possible. While DataVox cannot take responsibility for furniture or Customer furnished equipment in the workspace, DataVox will take reasonable precautions to protect all Customer furnished equipment, floors, walls, ceiling tiles, windows and window coverings, and furniture and other surfaces from damage, staining or unreasonable breakage while on site.
- **Electrical and Radio Interference:** DataVox will notify the Customer of any hum, distortion, and RF Interference caused by the local RF environment, building structure, electrical systems, telecommunications systems, wireless RF systems which are beyond the control of DataVox, and will advise the Customer of possible remedies.
- **Supervision:** DataVox will appoint a Project Manager (PM) and/or Lead Technician (LT) to oversee the installation. During system implementation, please direct all communications through this designated contact. PM or LT will coordinate with other trades to facilitate and expedite project progress. DataVox will inform the Customer of any interference or potential delays which could impede implementation of the AV system, thereby helping to avoid any additional charges.
- **Change Orders:** DataVox will provide written documentation of any Change Orders (CO) for work requested by the Customer which deviates from the original, approved Proposal and Scope of Works. CO's will be billed at our published labor rates plus materials, shipping, handling, restocking and other charges imposed by suppliers.
- **Coordination Meetings:** DataVox recommends weekly coordination meetings between the Customer, DataVox and all other trades in which we will report to the Customer the status of the project. Any identified foreseeable restrictions or insurmountable issues outside our control that could impact the overall project schedule will be reviewed with the Customer.

*Acknowledged and Accepted*

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## Customer Responsibilities

This section lists the Customer responsibilities for this Audio Visual proposal.

- **Safe Work Environment:** Provide DataVox staff, contractors and others working on-site a safe working environment. DataVox reserves the right to refuse to work or install any equipment in an area where, at the sole discretion of DataVox, the safety of those involved is of concern.
- **Access to worksite:** provide access to the worksite, and all work will typically take place between the hours of 07:00 and 17:00 Monday through Friday, except on public holidays, unless specified otherwise in the DataVox Proposal. Work completed at any other time will be billed at OT rates published in **Change Order Labor Rates**. For the safety of all concerned, it is requested that the work area be free and clear, for example, of other trades, clients of the Customer, and employees during the installation period.
- **Ingress/Egress from Loading Dock to Work Site:** ensure unobstructed access to the loading/unloading dock and between the dock and the worksite so that the loading/unloading of large objects such as racks, screens, and large flat panels is safe and unencumbered.
- **Secure Storage:** provide a secure, climate controlled area on-site to store equipment during the installation period. Delivery of goods,

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AV Upgrade for Dispatch Room (TIPS)

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supplies and equipment to this on-site storage location, or equipment that has been installed in its designated location will be considered as 'Delivered' for billing purposes and will be invoiced accordingly. Responsibility for the equipment passes to the Customer immediately upon installation or delivery to the on-site storage. Any loss due to vandalism, theft, burglary, fire, water ingress, or any other means outside the direct control of DataVox shall be replaced at the Customer's expense.

- **Uninterrupted Work Flow:** avail DataVox of continuous, uninterrupted workflow in the environment in which the AV system will be installed. Delays in work caused by interference of other trades, inability to access the work space during the stated hours, inability to access equipment stored on site, or other reasons caused by the Customer will be charged at rates published in **Change Order Labor Rates**. If DataVox crew arrives to work on-site at the appointed time and work cannot proceed due to dangerous conditions, inability to access the site, lack of power, interference by others which are within direct, reasonable control of the Customer, it will result in a half day charge for the crew.
- **Electrical:** all installation, termination and connection of any high voltage services (greater than or equal to 70VAC). It is strongly recommended that all AV system components shall be connected to Technical Power - using the same phase of building power to all AV system points.
- **Subscription-Based Services:** any services such as Cable TV, Satellite, ISDN, High-speed internet or other network services to be provided by others. Any such services are to be delivered to the desired location and appropriately terminated as coordinated with DataVox.
- **Floor Penetrations/Coverings:** any floor coring, installation of floor box, poke-thru wire path, or other devises which require modification of the floor surface or floor covering required for the cable path. Any carpet work such as cutting, repairing or vulcanizing or re-bonding due to the use of under-the-carpet AVTrac or similar cabling system.
- **Wall Structure:** any demolition, painting, or structural modification work to be provided by the Customer unless otherwise specifically noted in DataVox proposal. All wall-mounted displays 65" or above, all interactive displays and all displays with an articulating mount will require blocking and/or suitable backing as coordinated with DataVox.
- **Wall Finish & Ceiling Tile/Ceiling Grid work:** repair and/or finish-out of any wall covering, wall finishing, painting, sealing, masonry work, etc., and any modifications to ceiling tiles or ceiling grids required as a result of installation of projector screens, lifts, speakers, cameras, mounts, etc. unless specifically provided for in the DataVox proposal.
- **Cabling Paths:** all provided cabling paths and raceways will be accessible, clear, dry and unobstructed. They shall be sized as recommended by NEC and AVIXA.
- **Vibration Dampening:** isolation of any unwanted vibration of building, building structure, floors, ceilings, walls or any other surface to which AV equipment is to be mounted. All mounting surfaces must be free of vibration, whether caused by pedestrian traffic, HVAC system components, Mechanical or Electrical System components or any other cause.
- **Furniture Modifications:** provide all modifications necessary to table tops, credenzas, cabinets and other furniture to accommodate the specified AV equipment, unless specified otherwise in our proposal. All existing OFE furniture shall have sufficient space and cooling capacity to accommodate all new AV system components. Any modifications to any of the above services required by the proposed AV system will be clearly enumerated by DataVox upon acceptance of the final proposal by the Customer. Delays in providing the above services beyond the projected start date will commensurately delay the contracted project completion date, and may incur additional charges at the rates published in **Change Order Labor Rates**.
- **Lights and Lighting Control Systems:** All integrated lights and lighting control systems provided by others must be able to accommodate third party control connections and protocols.
- **Drape and Shade Controls Systems:** All integrated drape and shade controls systems provided by other must be able to accommodate third party control connections and protocols.

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LOCATION SUMMARY

\* Location Pricing Excludes all Optional and Alternate Components

Location	Price
Fort Bend County Sheriff's Office: Dispatch Room	\$195,659.88
Fort Bend County Sheriff's Office: General	\$23,791.05
Total Price (Excludes Sales Tax):	\$219,450.93

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## Fort Bend County Sheriff's Office



## AV Upgrade for Dispatch Room (TIPS)

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## BILL OF MATERIALS

Fort Bend County Sheriff's Office: Dispatch Room	Equipment	Labor
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## Monitors &amp; Mounts

1	<b>DataVox DECOMMISSIONING</b> Labor To Un-Install (8) Existing Owner Furnished Displays Note: The Customer is responsible for transportation, storage, and/or disposal of all decommissioned equipment.	\$0.00	\$2,415.00
1	<b>Planar Systems, Inc MGP1.2 8X4 - Custom LED Wall</b> 8Wx4H (15.8' X 4.4') MGP Series LED Video Wall, 1.2mm Pixel Pitch, 3840 x 1080p Resolution - Includes Planar S6F Video Wall Controllers & Wall Mount Brackets	\$72,304.80	\$20,125.00
1200	<b>Liberty Cable 24-4P-P-L6SH-BLK</b> Black Category 6 F/UTP EN Series 23 AWG 4 Pair Shielded Cable	\$864.00	\$2,415.04
1	<b>Planar Systems, Inc Pro-Serv, Silver Tier, MGP</b> Silver tier Professional services including MGP commissioning, assisted installation, and on-site training. Please refer to Planar Statement of Work (SOW) for details.	\$7,090.88	\$0.00
5	<b>Sony FW65BZ30L</b> 65" 3840x2160 4K LED Bravia Display 24/7 - Black	\$6,405.25	\$4,025.00
5	<b>Chief MTM1U</b> Medium Fusion Micro-Adjustable Tilt Wall Display Mount	\$857.50	\$1,006.25

<b>Monitors &amp; Mounts</b>	<b>\$117,508.72</b>
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## Audio Components

1	<b>Biamp Systems TESIRA FORTE DAN VT4</b> Fixed I/O DSP with 4 analog inputs, 4 analog outputs, 8 channels configurable USB audio, 32 x 32 channels of Dante, AEC technology (all 4 inputs), 2 channel VoIP, and standard FXO telephone interface	\$2,360.80	\$402.50
1	<b>Crestron Electronics AMP-X300</b> X-Series Configurable Amplifier, 300 Watts	\$497.20	\$201.25
1	<b>DataVox PROGRAMMING - DSP</b> Programming of Audio Systems and Digital Signal Processors	\$0.00	\$350.00
2	<b>Yamaha VXL1B-16</b> Slim Line Array Loudspeaker with 16 X 1.5" Drivers	\$1,307.04	\$402.50
300	<b>Liberty Cable 16-2C-TTP-WHT</b> White Tight Tube Plenum 16 AWG 2 conductor Speaker Cable Reel	\$96.00	\$603.76

<b>Audio Components</b>	<b>\$6,221.05</b>
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## Video Sources

6	<b>OFE MINI-PC</b> [OFE] - Owner Furnished Mini-PC. Field verify HDMI, USB & Network Connections.	\$0.00	\$301.86
6	<b>C2G 12' HDMI Cable (Premium)</b> 12ft Premium High Speed HDMI® Cable with Ethernet - 4K 60Hz	\$152.04	\$120.78

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## Fort Bend County Sheriff's Office



## AV Upgrade for Dispatch Room (TIPS)

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6	<b>C2G 27153</b> 10ft Cat6 Snagless Unshielded (UTP) Ethernet Network Patch Cable - Black	\$35.04	\$150.96
6	<b>Generic OFE NETWORK PORT</b> [OFE] - Owner Furnished Network Port	\$0.00	\$0.00
2	<b>Zeevee ZvSync</b> ZvSync High-Definition Digital Cable Tuner	\$252.00	\$100.62
2	<b>C2G 56783</b> 6FT High speed HDMI® cable with ethernet	\$14.28	\$40.26
2	<b>Crestron Electronics IRP2</b> Infrared Emitter Probe	\$63.28	\$40.26
2	<b>OFE COAX</b> [OFE] - Owner Furnished and Installed Coax Cable TV Feed	\$0.00	\$0.00
		<b>Video Sources</b>	<b>\$1,271.38</b>

## Video Distribution

2	<b>Crestron Electronics DMF-CI-8</b> DigitalMedia Card Chassis for DM-NVX-C & DMCF, 8 Slots	\$2,485.88	\$805.00
16	<b>C2G 27153</b> 10ft Cat6 Snagless Unshielded (UTP) Ethernet Network Patch Cable - Black	\$93.44	\$402.56
16	<b>Crestron Electronics DM-NVX-360C</b> DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder Card	\$17,898.24	\$402.56
5	<b>Crestron Electronics DM-NVX-360</b> DM NVX® 4K60 4:4:4 HDR Network AV Encoder/Decoder	\$6,435.35	\$1,006.25
750	<b>Belden 2413 D15U1000</b> CAT6+ (350 MHz), 4-Pair, U/UTP-Unshielded, Plenum-CMP, Premise Horizontal Cable - Blue	\$255.00	\$1,509.40
5	<b>C2G 27153</b> 10ft Cat6 Snagless Unshielded (UTP) Ethernet Network Patch Cable - Black	\$29.20	\$125.80
5	<b>C2G 50185</b> 12Ft Premium High Speed HDMI Cable With Ethernet - 4K 60Hz	\$126.70	\$100.65
1	<b>Tvone C3-510</b> CORIOmaster 1RU Chassis w/ 5 slots available for I/O Modules plus 1 fixed, 2-port Universal DVI-U Input module	\$11,780.06	\$402.50
2	<b>Tvone CM-HDMI-4IN-FF</b> Quad HDMI 1080P Input module - Factory Fit	\$4,060.48	\$100.62
1	<b>Tvone CM-HDMI-SC-4OUT-FF</b> CORIOmaster HDMI 1080P Quad output module M412 Firmware	\$5,039.60	\$50.31
		<b>Video Distribution</b>	<b>\$53,109.60</b>

## Control Systems

1	<b>Crestron Electronics ~XPANEL</b> ~Crestron XPANEL Control for Computers - Transforms Any Computer On The Same Network Into A Virtual Crestron Touch Screen	\$0.00	\$700.00
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## Fort Bend County Sheriff's Office



## AV Upgrade for Dispatch Room (TIPS)

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1	<b>Crestron Electronics CP4N</b> 4-Series™ Control System	\$1,740.20	\$201.25
1	<b>C2G 27153</b> 10ft Cat6 Snagless Unshielded (UTP) Ethernet Network Patch Cable - Black	\$5.84	\$25.16
150	<b>Liberty Cable 22-2C-PSH-WHT</b> White Audio And Control 22 AWG 1 Pair Shielded Plenum Cable	\$22.50	\$301.88
1	<b>Crestron Electronics TSW-1070-B-S</b> 10.1 in. Wall Mount Touch Screen, Black Smooth	\$1,740.11	\$201.25
150	<b>Belden 2413 D15U1000</b> CAT6+ (350 MHz), 4-Pair, U/UTP-Unshielded, Plenum-CMP, Premise Horizontal Cable - Blue	\$51.00	\$301.88
1	<b>DataVox PROGRAMMING - CONTROL</b> Programming of Control System and User Interfaces	\$0.00	\$6,300.00
1	<b>Netgear M4250-40G8XF-POE+</b> 40 Port POE+ 960W 1GB Managed AV Network Switch with 8xSFP+	\$2,668.00	\$201.25
<b>Control Systems</b>			<b>\$14,460.32</b>

## Equipment Racks

1	<b>OFE EQUIPMENT RACK</b> [OFE] - Owner Furnished and Installed Equipment Rack	\$0.00	\$0.00
1	<b>DataVox RACK DRESSING</b> Labor to Dress Rack Cable, Label, and Redline Drawings	\$0.00	\$1,610.00
1	<b>Middle Atlantic HP</b> 10-32 3/4" Philips Truss-Head Screws & Washers 100 Pieces (Black)	\$25.73	\$50.31
3	<b>Middle Atlantic UMS1-11.5</b> 1 Space universal mounting shelf , 11.5" depth	\$155.31	\$150.93
1	<b>SurgeX SX-1115-RT</b> 1RU, 9 Outlet, 15A, with Remote; Advanced Series Mode, COUVS, ICE, EMI/RFI Filter	\$995.90	\$100.63
<b>Equipment Racks</b>			<b>\$3,088.81</b>

**Total: \$195,659.88**

## Fort Bend County Sheriff's Office: General

Equipment

Labor

## General &amp; Administrative

1	<b>DataVox CAD SERVICES</b> CAD and Revit Drawings, One-Lines and As-Built Documentation	\$0.00	\$2,100.00
1	<b>DataVox COMMISSIONING</b> Commissioning Services, Testing and Tuning	\$0.00	\$2,415.00
1	<b>DataVox DESIGN</b> AV Design and Engineering Services	\$0.00	\$1,050.00
1	<b>DataVox DVX-MISC-CABL-CONN-HARD</b> Cable Pathway Support, Mounting Hardware, and Consumables	\$6,588.75	\$0.00

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AV Upgrade for Dispatch Room (TIPS)

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1	<b>DataVox PROJECT MANAGEMENT</b> Project Management - Planning, Scheduling, Order Processing, Construction Meetings and Wrap Up	\$0.00	\$4,200.00
1	<b>DataVox SHIPPING</b> Shipping and Handling Charges	\$6,737.30	\$0.00
1	<b>DataVox TRAINING</b> User Documentation and Hands-On Training	\$0.00	\$700.00
General & Administrative			\$23,791.05
Total:			\$23,791.05



# PROJECT PRICING SUMMARY

Total Installation Price:	\$219,450.93
Grand Total:	\$219,450.93



# Purchase Options

☐ Cash Purchase Terms of Payment:

Billing Milestones		Amount Due
Deposit - Due on Signature	40.00 %	\$87,780.37
Progress Payments	55.00 %	\$120,698.01
Final Payment - Due on Completion	5.00 %	\$10,972.55
Total Payments (Excluding Sales Tax):		\$219,450.93

Support Options (Select One):

Description ( For details see Terms & Conditions Support Agreement Obligations):	Annual Charge
<input type="checkbox"/> Standard Support Agreement (90 days) (90 day warranty on workmanship, manufacture warranties still apply, all other labor billable after 90 days)	Included
<input type="checkbox"/> 3 Year Extended Support Agreement (Years 2-3) (1st year free, Excludes sales tax, Billed annually, Extended support begins 1 year after first substantial use)	\$15,361.57
<input type="checkbox"/> 5 Year Extended Support Agreement (Years 2-5) (1st year free, Excludes sales tax, Billed annually, Extended support begins 1 year after first substantial use)	\$13,167.06

Acknowledged and Accepted

Initial



# ACCEPTANCE OF PROPOSAL

When (but only when) signed by buyer and an authorized representative of DataVox this shall be a binding, legal contract.

The prices, specifications, and conditions in this proposal are satisfactory, and are hereby accepted in their entirety. Buyer hereby agrees to purchase the Equipment and authorizes DataVox to do the work, and provide the materials specified, and payment will be made as outlined above. The price quoted in this Audio Visual Proposal is based upon the Equipment included in this Audio Visual Proposal. Any changes in the Equipment or installation may result in a change in the price. Any such change must be in writing, signed by all parties.

DataVox reserves the right to modify payment terms at any time based on a review of the Customer's credit.

THIS AGREEMENT, WHEN SIGNED BY BOTH PARTIES (BELOW), SHALL BE GOVERNED BY THE TERMS AND CONDITIONS IN THIS AUDIO VISUAL PROPOSAL. THERE ARE NO OTHER AGREEMENTS, OR WARRANTIES, ORAL OR WRITTEN, EXCEPT AS EXPRESSLY STATED IN THIS AUDIO VISUAL PROPOSAL. THIS AGREEMENT CANNOT BE MODIFIED EXCEPT IN WRITING SIGNED BY BOTH PARTIES.

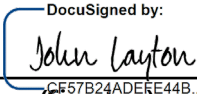
Buyer acknowledges having read and understood all of the terms and conditions printed in this Audio Visual Proposal and acknowledges receipt of a complete executed copy of this Agreement. Buyer understands and agrees that this Audio Visual Proposal and all of the terms and conditions hereof shall be a binding, enforceable contract when signed by Buyer and by an authorized representative of DataVox.

## Approval Signatures

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Proposal to be duly executed.

DataVox, Inc.

Fort Bend County Sheriff's Office

By:   
(Signature)  
Name: John Layton  
Title: VP Audio Visual Solutions  
Date: 5/7/2024 | 10:13 AM CDT

By: \_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# TERMS AND CONDITIONS

This document defines additional terms and conditions that shall govern the execution of all scopes of work.

## 1. Construction

This writing constitutes additional terms and conditions between DataVox and Customer and is in addition to the terms and conditions set forth in the TIPS contract with DataVox which is incorporated by reference. A copy of this contract may be found online at <https://www.datavox.net/state-purchasing-cooperatives/tips/>. No course of prior dealings between the parties or trade usage shall be relevant to determine the meaning of this Agreement. This Agreement is entered into and shall be performable in the State of Texas.

## 2. Software Defect Resolution

DataVox shall use its best commercial efforts to troubleshoot software issues that may arise during the project. If a software issue is determined to be a software defect (previously documented or newly discovered), resolution of said issue is expressly outside of the scope of work. Issues of this kind do not constitute a valid reason for non-payment in full.

It is the responsibility of the customer and software manufacturer to resolve the issue. Should the Customer want DataVox to be involved in the process to downgrade, update, upgrade and/or test software releases, the Customer may authorize the out of scope expenses using the standard project change request process.

## 3. Limitation and Exclusion of Warranties

Except as otherwise provided herein, DataVox hereby warrants the described equipment against defective parts from the date of installation for the period specified by the manufacturer; and warrants that the installation of said equipment shall be performed in a workmanlike manner. Customer acknowledges that DataVox may provide products and services manufactured or provided by others. DataVox makes no independent warranty with respect to such products and services provided by third parties. Customer acknowledges and agrees that DataVox shall have no responsibility or liability for products or services manufactured or provided by any third party. Subject to payment by Customer of all amounts due under this Agreement, DataVox hereby transfers any transferable warranties from the manufacturers of products and services provided under this Agreement. Customer's exclusive remedy under these warranties shall be the repair and replacement by DataVox at the expense of DataVox of non-conforming equipment or parts thereof with reasonably equivalent equipment or parts; unless, however, the equipment or any part thereof is damaged or rendered unserviceable as a result of Customer's negligence, abuse, mishandling, attempting to connect the equipment to direct current, or damaged by lightning or acts of God in any of which case or cases, DataVox shall have no obligations to Customer.

DataVox recommends that all DataVox installed systems be equipped with battery backups. If the Customer disregards this recommendation; and a failure is directly attributed to not having a battery backup, such service as may be required will be billed for time and materials, as a TIPS contract sale, billed at the agreed upon TIPS prices.

THIS WARRANTY IS THE ONLY WARRANTY GIVEN BY DATAVOX, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARE EXCLUDED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF.

Voice and data transmission are provided by third parties, such as a telephone company or over the internet. Accordingly, DataVox cannot warrant that such transmission will always be available or will be of acceptable quality. In particular, if Customer elects to use the Voice over Internet Protocol (VoIP) to transmit voice over the internet, Customer may experience (i) transmission that is not of uniform, reliable or acceptable quality; (ii) inability to connect directly to emergency and "911" services; and (iii) inability to connect to directory and operator assistance. Customer should be aware that VoIP service is not regulated by the Federal Communications Commission (FCC) and the FCC does not provide certain consumer safeguards that are available in the traditional telephone environment.

Only DataVox may perform service or maintenance on equipment covered by this warranty. IT IS EXPRESSLY AGREED AND

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UNDERSTOOD THAT THIS WARRANTY WILL BE NULL AND VOID IF ANY PERSON OTHER THAN A DATAVOX EMPLOYEE PERFORMS ANY SERVICE OR MAINTENANCE WORK ON THE EQUIPMENT COVERED BY THIS WARRANTY. In such event, DataVox shall have no further obligation or liability under this warranty.

**4. Waiver, Amendment, Notice, Termination**

Any waiver of rights hereunder or any amendment or requirement of notice of termination hereof shall not be effective unless made in writing and signed by the party against whom such waiver, amendment, notice or termination is sought to be enforced.

**5. Risk of Loss; Non-Performance by Telephone Company and Others**

Upon installation of the Equipment, Customer shall bear the risk of loss regardless of any breach by DataVox of any provisions hereof. Although DataVox, Inc. will or may assist Customer by coordinating initiation or transfer of service through telephone companies or other third parties, Customer assumes all risk of non-performance, including untimely or otherwise improper performance, of any such third parties; DataVox, Inc. and its employees assume no responsibility for any failings of these third parties or their service and equipment. With regard to VOICE MAIL systems, if any, Customer further assumes all risk of malfunction and deficient or substandard performance caused by third party telecommunication transmission equipment, lines and systems, including pay phones, cellular phones and long distance services; DataVox, Inc. and its employees assume no responsibility for any failings of these third parties or their service and equipment.

**6. Limitations of Liability**

In no event will either party be liable or responsible to the other for any type of incidental, exemplary, special, punitive, indirect or consequential damages, including, but not limited to, lost revenue, lost profits, replacement goods, loss of technology, rights or services, loss of data, or interruption or loss of use of service or equipment, even if advised of the possibility of such damages, whether arising under theory of contract, tort (including negligence), strict liability or otherwise. Further, no cause of action which accrued more than two (2) years prior to the filing of a suit alleging such cause of action may be asserted against DataVox.

**7. Virus Protection**

Customer agrees and understands it is Customer's responsibility to install and run an antivirus program on all workstations and servers at/or prior to installation. Customer agrees to take whatever steps Customer deems appropriate to ensure there is adequate and up to date virus protection on all workstations and servers. Customer expressly agrees that DataVox, Inc. shall have no liability for the loss of any such data, downtime or other damage caused by a computer virus.

**8. Data Back-up**

Customer agrees to take whatever steps Customer deems appropriate to ensure there are adequate, up to date back-ups made of all data on any computer, server, hard drive, or other storage device of Customer. In the event of failure, it is expressly understood that DataVox will restore the most recent back-up for systems covered under warranty or maintenance. Any additional programming due to out of date database will not be covered under warranty or maintenance and will be billed on an hourly basis as a TIPS contract sale, at the agreed upon TIPS prices. Customer expressly agrees that DataVox shall have no liability for the loss of any such data, which may occur during or after the installation process, or for any consequential damage resulting from any such loss of data.

**9. Attorney's Fees**

Only if ordered by a court of competent jurisdiction, Customer shall pay to DataVox all attorney's fees, court costs, and all other expense, which may be incurred by DataVox in enforcing, or attempting to enforce, any of its rights under this Agreement, or against any guarantors hereof, or with respect to any matters connected with the subject matter hereof.

**10. Severability**

This Agreement and all provisions hereof are intended to be severable, and this Agreement shall remain enforceable in the event any provision hereof is declared invalid.

**11. Payment Terms**

The balance due after required deposit will be progress-billed based on achieved milestones determined by DataVox. All DataVox invoices to the Customer are due and payable net 30 days from the invoice date, or as provided by the Texas Prompt

***This document is confidential and the property of DataVox. Any copy or reuse of this document, its contents, recommendations and/or solutions in whole or part is strictly prohibited without prior written consent of DataVox.***

**AV Upgrade for Dispatch Room (TIPS)****DVXA-13424**

Payment Act, Texas Gov't Code §2251 et seq. The Customer agrees to pay DataVox interest on all past due amounts at a rate of 1.5% per month (18% per annum), but not to exceed the amount permitted by the applicable law of the jurisdiction where Customer resides. Deposit payments must be received by DataVox before commencement of a project. The payment terms of this contract are subject to change by DataVox at any time based on a review of the customer's credit.

**12. Work Hours**

DataVox has priced the professional service proposal assuming that all work will be done during normal business hours which DataVox defines as Monday through Friday, 8:00am to 5:00pm, excluding holidays. The go live activity is the only activity in which DataVox will work after business hours. This project milestone activity can be scheduled outside of normal business hours Monday through Friday, excluding holidays. The start time for the go live activity can be scheduled to start no later than 7:00pm. Any request to perform the system go live or any other activity outside of normal business hours is considered outside the scope of work and will result in additional project costs which shall not exceed the pricing proposed to TIPS. Scheduling and availability of resources outside of normal business hours is not guaranteed unless the Project Manager/Coordinator has approved it.

**13. Travel**

The Customer will be billed for time travelled and travel Expenses greater than 70 miles one way from the nearest DataVox facility. The Customer will be billed for the Time Travelled by each DataVox employee at half the cost of the DataVox billable rate per hour. This includes, for example, time spent on an airplane or driving in a car, or as proposed and awarded per the SOW.

Travel Expenses will be billed back to the Customer as incurred. These expenses will include airfare (coach) and mileage reimbursement (lodging, transportation, parking, and per diem.) DataVox adheres to the mileage reimbursement and per diem rates determined by the U.S. General Services Administration (GSA). These rates can be referenced on the GSA website, or as proposed and awarded per the SOW.

**14. Return Material Authorization**

DataVox has a Return Material Authorization policy that explains product returns. Approval to return defective and non-defective products is at the sole discretion of DataVox. Products that are defective or dead on arrival (DOA) will be repaired, replaced, or credited according to the manufacturer's warranty. Products that are non-defective that are unopened and unused and can be resold as new may be returned subject to a fifteen percent (15%) restocking fee. Any custom ordered product cannot be returned. Additional detail concerning the DataVox Return Material Authorization policy is available upon request.

**15. Currency**

Unless otherwise specified, all currency listed in DataVox documentation is in US dollars.

# Exhibit B

**Statement of Grant Award (SOGA)**

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

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

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

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

<b>Grant Number:</b>	4894601	<b>Award Amount:</b>	\$238,239.00
<b>Date Awarded:</b>	9/26/2023	<b>Grantee Cash Match:</b>	\$0.00
<b>Grant Period:</b>	01/01/2024 - 12/31/2024	<b>Grantee In Kind Match:</b>	\$0.00
<b>Liquidation Date:</b>	03/31/2025	<b>Grantee GPI:</b>	\$0.00
<b>Program Fund:</b>	HS-Homeland Security Grant Program (HSGP)	<b>Total Project Cost:</b>	\$238,239.00
<b>Grantee Name:</b>	Fort Bend County		
<b>Project Title:</b>	Fort Bend County - Emergency Communications (Dispatch) Center		
<b>Grant Manager:</b>	Chris Edwards		
<b>Unique Entity Identifier (UEI):</b>	MJG8N8EPN2L3		
<b>CFDA:</b>	97.067 - Homeland Security Grant Program (HSGP)		
<b>Federal Awarding Agency:</b>	U.S. Department of Homeland Security, Federal Emergency Management Agency		
<b>Federal Award Date:</b>	9/11/2023		
<b>Federal/State Award ID Number:</b>	EMW-2023-SS-00025		
<b>Total Federal Award/State</b>	\$102,000,951.00		

**Funds**

**Appropriated:**

**Pass Thru Entity Name:** Texas Office of the Governor – Homeland Security Grants Division (HSGD)

**Is the Award R&D:** No

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

# Exhibit C

## EXHIBIT C

### FEDERAL AND STATE REQUIRED CLAUSES

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds from the Department of Homeland Security and or the Office of the Governor. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

#### 1. ADA Access.

The Contractor agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630.

#### 2. 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.

Under Section 231.006, Family Code, the 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.

### 3. Civil Rights/Nondiscrimination Requirements.

Contractor will comply, with the nondiscrimination requirements which may include the Civil Rights Act of 1964 (42 USC § 2000d); the Civil Rights Act of 1968 (42 USC § 3601 et seq.); the Rehabilitation Act of 1973 (29 USC § 794); the Americans with Disabilities Act (ADA) of 1990 (42 USC § 12131-34); the Education Amendments of 1972 (USC §§ 1681, 1683, 1685-86); Title IX of the Education Amendments of 1972 (Equal Employment in Education Act) (20 USC § 1681 et seq.); the Age Discrimination Act of 1975 (42 USC §§ 6101-07); Titles I, II and III of the Americans with Disabilities Act; the Drug Abuse and Treatment Act of 1972 (PL 92-255); the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (PL 91-616); Sections 523 and 527 of the Public Health Service Act of 1912 (42 USC §§ 290dd-3 and 290ee-3); and 28 CFR 38 (Equal Treatment for Faith-Based Organizations); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations) and Ex. Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations).

More specifically, Contractor will comply with:

- a. Americans with Disabilities Act of 1990. Contractor must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. Sections 12101- 12213), which prohibits recipients of federal funds from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- b. Civil Rights Act of 1968. Contractor must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90- 284, as amended through Pub. L. 113-4, which prohibits recipients of federal funds from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. Section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Section 100, Subpart D).
- c. Civil Rights Act of 1964-Title VI. Contractors must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
- d. Rehabilitation Act of 1973. Contractor must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. Section 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason

of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

e. Nondiscrimination in Matters Pertaining to Faith-Based Organizations. It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Contractors must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

f. Education Amendments of 1972. Contractors must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

g. Age Discrimination Act of 1975. Contractor must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, Section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

#### 4. Compliance with Federal Law, Regulations, and Executive Orders.

Contractor's attention is called to the fact that this Agreement between County and Contractor will be subject to financial assistance contracts between the County and various State or Federal agencies. The Agreement to be awarded, therefore, is subject to the terms of these agreements and will not proceed without these agreements having been duly executed. The Contractor will be required to comply with, in addition to other provisions of the agreement, the conditions required by applicable federal regulations. Contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

#### 5. Contracting with Small, Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms.

Contractor will take all necessary, affirmative steps to assure that qualified small and minority businesses, women's business enterprises, and labor area surplus firms are used when possible by:

- a) Placing small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that it solicits small and minority businesses and women's business enterprises whenever they are potential sources;

- c) Dividing total requirements, *when economically feasible*, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- d) Establishing delivery schedules, *where the requirement permits*, which encourage participation by small and minority businesses and women's business enterprises;
- e) Utilizing the assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
- f) Contractor must require subcontractors to take the five affirmative steps described in a-e above.

6. Cooperation with Monitoring, Audits and Records Requirements.

The Contractor agrees to cooperate with the Office of the Governor and any relevant federal agency generally, including on any compliance review or complaint investigation conducted by the Federal sponsoring agency or the Office of the Governor and on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits.

The Contractor shall maintain adequate records that enable the Office of the Governor and any relevant federal agency to complete monitoring tasks, including to verify all reporting measures, requests for reimbursements, and expenditure of match funds related to this Grant Agreement. The Contractor shall maintain such records as are deemed necessary by the Office of the Governor, the State Auditor's Office, other auditors of the State of Texas, the federal government or such other persons or entities designated or authorized by the Office of the Governor to ensure proper accounting for all costs and performances related to this Grant Agreement.

The Office of the Governor may request documented proof of payment. Acceptable proof of payment includes, but is not necessarily limited to, a receipt or other documentation of a paid invoice, a general ledger detailing the specific revenue and expenditures, a monthly bank statement evidencing payment of the specific expenditure, bank reconciliation detail, copies of processed checks, or a printed copy of an electronic payment confirmation evidencing payment of the specific expenditure to which the reimbursement relates.

The Contractor authorizes DHS, the Office of the Governor, the Texas State Auditor's Office, the Comptroller General of the United States, and any relevant federal agency, and their representatives, the right to audit, examine, and copy all paper and electronic records, books, documents, accounting procedures, practices, and any other requested records, in any form; relevant to this Agreement and will make them readily available upon request. The Contractor will similarly permit access to facilities, personnel, and other individuals and information as may be necessary.

If requested, the Contractor shall submit to the Office of the Governor a copy of its most recent independent financial audit, any audited financial statements, related management letters and management responses of Contractor, and financial audit documents or portions thereof that are directly related to the Contractor's performance of its obligations under this Agreement.

The Office of the Governor may make unannounced monitoring visits at any time but will, whenever practical as determined at the sole discretion of the Office of the Governor, provide the Contractor with up to five (5) business days advance notice of any such examination or audit. Any audit of records shall be conducted at the Contractor's principal place of business and/or the location(s) of the Contractor's operations during the Contractor's normal business hours. The Contractor shall provide to the Office of the Governor or its designees, on the Contractor's premises, private space, office furnishings (including lockable cabinets), telephone services and Internet connectivity, utilities, and office-related equipment and duplicating services as the Office of the Governor or its designees may reasonably require to perform the audits described in this section.

In addition to the information contained in the required reports, other information may be required as requested by the Office of the Governor, including the Office of the Governor asking for more information regarding project performance or funds expenditures. In the event the Office of the Governor requires additional information regarding the information or data submitted, the Contractor will promptly provide the additional information. The Contractor also agrees to assist the Office of the Governor in responding to questions and assisting in providing information responsive to any audit, legislative request, or other inquiry regarding the grant award. Upon the request of the Office of the Governor, the Contractor must submit to the Office of the Governor any additional documentation or explanation the Office of the Governor may desire to support or document the requested payment or report submitted under this Agreement.

If after a written request by the Office of the Governor or a relevant federal agency, the Contractor fails to provide required reports, information, documentation, or other information within reasonable deadlines set by the Office of the Governor or the relevant federal agency, as required by this Agreement, or fails to fulfil any requirement in this section, then the Office of the Governor may consider this act a possible default under this Agreement, and the Contractor may be subject to sanctions including but not limited to, withholdings and/or other restrictions on the access to funds; referral to relevant agencies for audit review; designation of the Contractor as a high-risk Contractor; or termination of awards.

7. Debt to State

The State shall not be responsible for any debts associated with this Agreement.

8. DHS Specific Acknowledgements and Assurances.

All Contractors, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- a. Contractor must cooperate with any compliance reviews or compliance investigations conducted by DHS.
- b. Contractor must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable

- laws or program guidance.
- c. Contractor must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
  - d. Contractor must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

9. Drug-Free Workplace Regulations.

Contractor must comply with drug-free workplace requirements of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

10. Energy Policy and Conservation Act.

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

11. Examination of Records.

The Contractor agrees to provide County, the Office of the Governor and U.S. Department of Homeland Security, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts and transcriptions. 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 Office of the Governor and U.S. Department of Homeland Security, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

12. Federal Debt

Contractor is required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129).

### 13. Fly America.

The Contractor agrees to comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. Section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. Section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

And 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.

### 14. Government-wide Debarment and Suspension.

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 DHS and 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 Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### 15. Health and Human Services, Public Safety or Law Enforcement Agency Compliance

Contractor certifies that it as owner, operator or administrator of a facility has not had any licenses, certificates, or permits revoked by any health and human service agency or public safety or law enforcement agency.

16. Program Fraud, False Claims Act and Program Fraud Civil Remedies.

Contractor understands that County does not tolerate any type of fraud, waste or misuse of funds. Contractor shall comply with the requirements of the False Claims Act (31 U.S.C. Section 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. Contractor understands and agrees that misuse of funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties. (See 31 U.S.C. Section 381-3812 which details the administrative remedies for false claims and statements made.)

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with funds from this Agreement.

17. Reporting of Fraud, Waste, and Abuse.

In the event, County becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received for the performance of this Agreement, the County is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such ongoing investigations. The County must promptly refer to OOG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. County must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements.

The County shall report any possible fraudulent or dishonest acts, waste, or abuse to OOG's Fraud Coordinator or Ethics Advisor at (512) 463-1788 or in writing to: Ethics Advisor, Office of the Governor, P.O. Box 12428, Austin, Texas 78711.

18. National Environmental Policy Act.

Contractor must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create

and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

19. No Obligation by Federal Government.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the Agreement.

20. Notice of Funding Opportunity.

All of the instructions, guidance, limitations, and other conditions set forth in the federal Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions.

21. Political Activities.

Contractor must comply with 31 U.S.C. Section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

22. Best Practices for Collection and Use of Personally Identifiable Information (PII)

If Contractor collects Personally Identifiable Information (PII), they are required to have a publically-available privacy policy that describes standards in the usage and maintenance of PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

23. Prohibited Telecommunications and Video Surveillance Services and Equipment.

In the performance of this Agreement, Contractor 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 no part equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system will include any covered equipment or services as defined by section 889(f)(2)-(3) of the FY 2019 NDAA. "Covered equipment or services" shall include:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such

- entities);
- ii. 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);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. 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.

24. Prompt Payment.

The Contractor is required to pay its subcontractors performing work related to this 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 is satisfactorily completed.

25. Procurement of Recovered Materials.

Contractor must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962). 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.

26. Retention of Records

The Contractor agrees to maintain fiscal records and supporting documentation for all expenditures related to this Agreement pursuant to 2 CFR 200.333, UGMS, and state law. Contractor must retain, and will require its subcontractors of all tiers to retain, these records and any supporting documentation for a minimum period of not less than three (3) years after the date of termination or expiration of the Agreement or any litigation, dispute, or audit arising from the performance of the Agreement. Records related to real property and equipment acquired with grant funds shall be retained for three (3) years after final disposition. If requested by the Office of the Governor's Homeland Security Grant Division (HSGD), the County may direct the Contractor to retain documents for a longer period of time or transfer certain records to HSGD custody when it is determined the records possess longer term retention value.

27. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters.

Contractor certifies that they have not required any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

28. SAFECOM

Any emergency communication equipment and its related activities provided as a part of this Agreement must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

29. Termination for Cause and Termination for Convenience.

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

30. Terrorist Financing.

Contractor must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

31. Text Messaging While Driving.

Contractor is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

32. Trafficking Victims Protection Act.

Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from awarding funds to a private entity or individual who has (1) engaged in severe forms of trafficking in persons during the period of time that the award is in effect; (2) procured a commercial sex act during the period of time that the award is in effect or (3) used forced labor in the performance of the award or subawards under the award. Contractor shall inform County immediately upon receipt of any information from any source alleging a violation of a prohibition of the TVPA. Violation of this clause, may result in termination of this Agreement.

33. USA Patriot Act of 2001.

Contractor must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. Sections 175-175c.

34. Use of DHS Seal, Logo and Flags.

Contractor must obtain permission from DHS, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

35. Whistleblower Protections.

Contractor must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C Section 2409, 41 U.S.C. 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.