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COUNTY OF FORT BEND

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**SECOND AMENDMENT TO ADDENDUM TO AUDIO VISUAL TECHNOLOGIES GROUP, INC.'S
AGREEMENT PURSUANT TO BUYBOARD CONTRACT NO. 739-24**

THIS SECOND AMENDMENT ("Amendment") is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Audio Visual Technologies Group, Inc., (hereinafter "AVTG"), a company authorized to conduct business in the State of Texas. County and AVTG are hereinafter collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, on or about March 26, 2024, the Parties executed and accepted that certain *Addendum to Audio Visual Technologies Group, Inc.'s Agreement Pursuant to BuyBoard Contract No. 644-21 and DIR Contract No. DIR-TSO-4247* and as amended on June 25, 2024 (hereinafter "Agreement") which is incorporated by reference as if set forth herein verbatim; and

WHEREAS, by execution of this Amendment, the Parties desire to amend a certain portion of the Agreement;

NOW THEREFORE, in consideration of the mutual benefits to be derived by the Parties hereto, County and AVTG agree as follows:

1. **Scope of Services.** AVTG shall render Services to County as described in AVTG's Proposal attached hereto as Exhibit A and incorporated by reference, and, as applicable, in accordance with the requirements of BuyBoard Contract No. 739-24. Any Services to be performed by AVTG for County must be scheduled at least two weeks in advance with the County's Information Technology Department, or as mutually agreed by the parties. The County's Information Technology Department may be contacted between the hours of 8:00 a.m. and 5:00 p.m., excluding County holidays or other County closures, at (281) 341-4570 concerning the scheduling of any Services. All performance of the Scope of Services by AVTG 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. The parties understand that the Services described in Exhibit A will be replicated in each of the 19 courtrooms.
2. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
3. **ARPA.** AVTG understands and acknowledges that this Agreement may be totally or partially funded with federal funds. As a condition of receiving these funds, Contractor represents it is and will remain in compliance with federal terms as stated in Exhibit B. These terms flow down to all third-party contractors and their subcontractors at every tier that exceed the simplified

acquisition threshold, unless a particular award term or condition specifically indicates otherwise. Contractor shall require that these clauses shall be included in each covered transaction at any tier.

4. **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this Amendment shall prevail with regard to the conflict.

{EXECUTION PAGE FOLLOWS}

{REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, this Amendment 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 Amendment 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 Addendum is effective upon execution by both parties.

FORT BEND COUNTY

AUDIO VISUAL TECHNOLOGIES GROUP, INC.

KP George, County Judge

Authorized Agent – Signature

Date

Steven Mazyrack
Authorized Agent- Printed Name

ATTEST:

General Manager
Title

Laura Richard, County Clerk

12/10/2024
Date

REVIEWED:

Robyn Doughtie
Information Technology Department

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: AVTG's Proposal and A/V System Integration Terms & Conditions

Exhibit B: Federal ARPA Funds Clauses

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EXHIBIT A
(Follows Behind)



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

Project Number: 103819

For :

FBC JUSTICE CENTER
COURTROOM 434 ADDS

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

**** Proposal ** to:**

FORT BEND COUNTY
PURCHASING
PURCHASING
1422 EUGENE HEIMANN CIRCLE
RICHMOND, TX 77469
Tel: 832-471-4317

Project Site:

FBC JUSTICE CENTER
LEE POWELL
1422 EUGENE HEIMANN CIRCLE
RICHMOND, TX 77469

Tel: 346-481-6155

Qty	Mfr-Part No.	Description	Unit Price	Extended
FBC - JUSTICE CENTER COURTROOM 434 ADDS				
BUYBOARD 739-24				
SWITCHING, CONTROL, and SCALING				
2	VIS-E4100	VISIONARY AVOIP ENCODER	781.00	1,562.00
CONNECTIVITY				
1	WOLFVIS-CYN-CORE-PRO	WOLFVISION WIRELESS PRESENTATION SYSTEM	3,544.00	3,544.00
1	NET-GS108PP	NETGEAR 8 PORT GIGABIT ETHERNET POE SWITCH	167.00	167.00
1	LIBE-CAT-WP	LIBERTY CUSTOM NETWORK WALL PLATE	63.00	63.00
1	ELMO-TT-12W	ELMO STEM-CAM VISUAL PRESENTER, 1379	712.00	712.00
SPEECH TO TEXT				
1	AUD-ADP-USB-AU-2X2	AUDINATE DANTE AVIO 2X2 USB TYPE A I/O ADAPT	171.00	171.00
AUDIO				
4	SHU-MX202W-A/S	SHURE HANGING CEILING MICROPHONE, WHITE	201.00	804.00
1	TAS-DR-40X	TASCAM 4 TRACK AUDIO RECORDER/USB AUDIO INTERFACE	202.00	202.00
1	SAN-SDSDXXD-128G-ANCIN	SANDISK 128GB EXTREME PRO UHS-I SDXC	27.00	27.00
1	TAS-PS-P520U	TASCAM AC ADAPTER KIT FOR TASCAM PRODUCTS	36.00	36.00
1	BEN-MWH-1	BENRO MEVIDEO MWH-1 WIRED ON-EAR STEREO HEADSET	35.00	35.00
1	RDL-AV-XMN4	RDL 4-CH MIC TO DANTE NETWORK INTERFACE	783.00	783.00

Qty	Mfr-Part No.	Description	Unit Price	Extended
1	CRE-AMP-X300	CRESTRON X SERIES AMPLIFIER	518.00	518.00
EQUIPMENT RACK				
1	MID-U1V	1 SPACE (1 3/4") VENTED RACKSHELF	48.00	48.00
SYSTEM CABLING				
1	CRE-CBL-8K-HD-12	CRESTRON 12' HDMI 8K CABLE	44.00	44.00
400	LIBERTY-22-1P-CMP-E Z-BLK	BLACK HIGH-PERFORMANCE EZ-STRIP BROADCAST AUDIO 22 AWG 1 pair shielded plenum cable	286.00 M	114.40
1000	LIBERTY-24-4P-P-L6-E N-BLK	BLACK CATEGORY 6 U/UTP EN SERIES 23 AWG 4 PAIR unshielded cable	501.00 M	501.00
1	AVTG-MISC	MISC. CABLES, CONNECTORS, HARDWARE	325.00	325.00
AVTG INSTALLATION SERVICES				

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

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

Progressive Billing

Legend: M=1000Ft

Signature: _____ Date: _____

Shipping & Handling:	\$225.78
SubTotal:	\$14,029.75
Tax:	
Project Total:	\$14,029.75

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

AVTG A/V System Integration Terms & Conditions

System Implementation

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

System Engineering includes:

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

Project Coordination includes:

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

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

Field Labor includes:

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

Inclusions

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

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

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

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

User training on system operation.

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

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

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

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

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

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

Payment Terms:

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

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

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

Exclusions

The following are not included in our scope of work:

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

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

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

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

Concrete saw cutting and/or core drilling.

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

Necessary sheet rock replacement and/or repair.

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

Painting, patching or finishing of architectural surfaces.

Permits.

HVAC and plumbing relocation.

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

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

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

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

Site specific training unless otherwise specified.

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

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

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

Standard Warranty

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

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

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

AVTG cannot be held liable for product continuations.

Statement of Non-Disclosure

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

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

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

**** Proposal ****

9/30/2024



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

Project Number: 103822

For :

FBC JUSTICE CENTER
SPEAKER ADDS FOR COURTS

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

**** Proposal ** to:**

FORT BEND COUNTY
PURCHASING
PURCHASING
1422 EUGENE HEIMANN CIRCLE
RICHMOND, TX 77469
Tel: 832-471-4317

Project Site:

FBC JUSTICE CENTER
LEE POWELL
1422 EUGENE HEIMANN CIRCLE
RICHMOND, TX 77469

Tel: 346-481-6155

Qty	Mfr-Part No.	Description	Unit Price	Extended
FBC - JUSTICE CENTER COURTROOM SPEAKER ADDS				
BUYBOARD 739-24				
AUDIO				
80	BIA-DX-IC4LP-W	BIAMP DESONO 4.5" LOW PROFILE 70/100V IN CEILING	138.00	11,040.00
SYSTEM CABLING				
2000	LIBERTY-16-2C-P-BLK	LIBERTY BLACK COMMERCIAL GRADE GENERAL PURPOSE 16 AWG 2 conductor plenum cable	329.00 M	658.00
20	AVTG-MISC	MISC. CABLES, CONNECTORS, HARDWARE	20.00	400.00
PROJECT SUBTOTAL:				12,098.00
AVTG INSTALLATION SERVICES				
AVTG INSTALLATION SERVICES SUBTOTAL				9,984.36

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

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

Progressive Billing

Legend: M=1000Ft

Signature: _____ Date: _____

Shipping & Handling: \$85.22

SubTotal: \$22,167.58

Tax: _____

Project Total: \$22,167.58

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

AVTG A/V System Integration Terms & Conditions

System Implementation

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

System Engineering includes:

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

Project Coordination includes:

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

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

Field Labor includes:

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

Inclusions

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

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

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

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

User training on system operation.

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

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

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

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

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

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

Payment Terms:

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

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

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

Exclusions

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

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

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

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

Necessary sheet rock replacement and/or repair.

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

Painting, patching or finishing of architectural surfaces.

Permits.

HVAC and plumbing relocation.

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

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

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

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

Site specific training unless otherwise specified.

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

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

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

Standard Warranty

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

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

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

**** Proposal ****

9/30/2024



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

Project Number: 103823

For :

FBC JUSTICE CENTER
UPS ADD FOR COURTS

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

**** Proposal ** to:**

FORT BEND COUNTY
PURCHASING
PURCHASING
1422 EUGENE HEIMANN CIRCLE
RICHMOND, TX 77469
Tel: 832-471-4317

Project Site:

FBC JUSTICE CENTER
LEE POWELL
1422 EUGENE HEIMANN CIRCLE
RICHMOND, TX 77469

Tel: 346-481-6155

Qty	Mfr-Part No.	Description	Unit Price	Extended
FBC - JUSTICE CENTER COURTROOM UPS ADD				
BUYBOARD 739-24				
POWER COMPONENTS				
20	MID ATLANTIC-UPS-S1500 R	STANDARD UPS 1500VA, 120V 60HZ	921.00	18,420.00
PROJECT SUBTOTAL:				18,420.00
AVTG INSTALLATION SERVICES				
AVTG INSTALLATION SERVICES SUBTOTAL				2,523.58

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

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

Progressive Billing

Signature: _____ Date: _____

Shipping & Handling:	\$62.89
SubTotal:	\$21,006.47
Tax:	
Project Total:	\$21,006.47

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

AVTG A/V System Integration Terms & Conditions

System Implementation

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

System Engineering includes:

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Field Labor includes:

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- Adjustment and balancing audio settings.
- Assure installed system functions as proposed.
- Site cleanup and trash removal.
- End-user training.

Inclusions

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

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

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

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

User training on system operation.

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

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

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

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

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

Exclusions

The following are not included in our scope of work:

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

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

Concrete saw cutting and/or core drilling.

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

Necessary sheet rock replacement and/or repair.

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

Painting, patching or finishing of architectural surfaces.

Permits.

HVAC and plumbing relocation.

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

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

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Site specific training unless otherwise specified.

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

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

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

Standard Warranty

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

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

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

AVTG cannot be held liable for product continuations.

Statement of Non-Disclosure

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

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

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



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

Project Number: 103821

For :

FBC JUSTICE CENTER
MONITOR ADDS FOR RECORDERS

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

** Proposal ** to:

FORT BEND COUNTY
PURCHASING
PURCHASING
1422 EUGENE HEIMANN CIRCLE
RICHMOND, TX 77469
Tel: 832-471-4317

Project Site:

FBC JUSTICE CENTER
LEE POWELL
1422 EUGENE HEIMANN CIRCLE
RICHMOND, TX 77469

Tel: 346-481-6155

Qty	Mfr-Part No.	Description	Unit Price	Extended
FBC - JUSTICE CENTER COURTROOM PLANR MONITOR ADDS				
BUYBOARD 739-24				
FLATPANEL DISPLAYS				
20	PLA-998-1443-00	PLANAR 24" FHD LED LCD DISPLAY MONITOR	212.00	4,240.00
VIDEO CONNECTIVITY				
20	VIS-D4100	VISIONARY AVOIP DECODER	735.00	14,700.00
20	LIBE-CAT-WP	LIBERTY CUSTOM NETWORK WALL PLATE	63.00	1,260.00
SYSTEM CABLING				
20	CRE-CBL-HD-6	CRESTRON« CERTIFIED HDMI« INTERFACE CABLE, 6 FT	36.00	720.00
2000	LIBERTY-24-4P-P-L6-E N-BLK	BLACK CATEGORY 6 U/UTP EN SERIES 23 AWG 4 PAIR unshielded cable	501.00 M	1,002.00
20	AVTG-MISC	MISC. CABLES, CONNECTORS, HARDWARE	20.00	400.00
PROJECT SUBTOTAL:				22,322.00
AVTG INSTALLATION SERVICES				
AVTG INSTALLATION SERVICES SUBTOTAL				8,297.42

Qty	Mfr-Part No.	Description	Unit Price	Extended
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IMPORTANT! PLEASE NOTE: OUR BANKING INFORMATION HAS CHANGED. Please contact purchasing@avtg.com or call 281-240-2100 for new wiring instructions to update your records.

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

Progressive Billing

Legend: M=1000Ft

Signature: _____ Date: _____

Shipping & Handling:	\$78.92
SubTotal:	\$30,698.34
Tax:	
Project Total:	\$30,698.34

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

AVTG A/V System Integration Terms & Conditions

System Implementation

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

System Engineering includes:

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

Project Coordination includes:

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

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

Field Labor includes:

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

Inclusions

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

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

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

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

User training on system operation.

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

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

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

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

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

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

Payment Terms:

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

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

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

Exclusions

The following are not included in our scope of work:

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

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

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

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

Concrete saw cutting and/or core drilling.

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

Necessary sheet rock replacement and/or repair.

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

Painting, patching or finishing of architectural surfaces.

Permits.

HVAC and plumbing relocation.

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

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

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

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

Site specific training unless otherwise specified.

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

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EXHIBIT B
(Follows Behind)

CONTRACT PROVISIONS FOR CONTRACTS UTILIZING FEDERAL AWARDS FROM THE AMERICAN RESCUE PLAN ACT OF 2021 (APRA)

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal funds from the American Rescue Plan Act of 2021 (ARPA). As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the small purchase threshold as set by the County, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

1. Remedies and Breach.

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

2. Termination.

All contracts of \$10,000 or more must address termination for cause and for convenience by the Contractor including the manner by which it will be effected and the basis for settlement.

3. Equal Employment Opportunity for Non-construction Contracts.

The following clause applies for all non-construction contracts.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual

orientation, gender identity, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a

means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Equal Employment Opportunity for all “federally assisted” Construction Contracts.

The following clause applies for all federally assisted construction contracts where “federally assisted construction contracts” is defined as in 41 C.F.R. Part 60-1.3, or any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at [41 CFR Chapter 60](#), which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the

employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5. Davis-Bacon Act.

The Davis-Bacon Act requirements do not apply to projects where the expected total cost is under \$10 million dollars and where funding is provided solely with State and Local Fiscal Recovery Funds (SLFRF), except for certain SLFRF-funded construction projects undertaken

by the District of Columbia. For all projects funded solely with State and Local Fiscal Recovery Funds (SLFRF), where the expected total cost is *more than \$10 million dollars* the following clause will apply:

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

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

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

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

7. Rights to Inventions under a Contract or Agreement.

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

Contractor acknowledges that the federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract. Contractor will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements".

8. Clean Air.

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

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

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

9. Clean Water.

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

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the

appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

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

10. Government-wide Debarment and Suspension.

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

The Contractor shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. A contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

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

Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. Byrd Anti-Lobbying Amendment.

The following clause applies only for contracts of \$100,000 or more.

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Contractor certifies that it and all its subcontractors at every tier will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, award, including any extension, continuation, renewal,

amendment, or modification covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

12. Procurement of Recovered Materials.

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

13. Prohibited Telecommunications and Video Surveillance Services and Equipment.

Contractor understands and acknowledges that under 2 CFR 200.216, the County is prohibited from using federal funds to procure, obtain, extend or renew a contract to procure or obtain covered telecommunications equipment or services, including telecom equipment produced by Huawei Technologies Company or ZTE Corp. (or subsidiaries or affiliates of such entities).

Contractor, therefore, certifies that they are in compliance with the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and that in the performance of this agreement, it will not provide equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i.) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (ii.) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (iii.) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the

Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

14. Domestic Preferences for Procurements.

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

15. Records and Financial Documents

Contractor shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Social Security Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Records shall be maintained by Grantee/Contractor for a period of five years after all funds have been expended or returned to Treasury, whichever is later.

16. Compliance with Section 603 Regulations and Guidance.

Contractor agrees to comply with the requirements of section 603 of the Social Security Act "(the Act)", regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation, (1) statutes and regulations prohibiting discrimination applicable to this award, (2) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury; (3) Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act; (4) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and Appendix A to 2 C.F.R. Part 25; and (6) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, and Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.