

| | |
|--------------|--------------------|
| TOTAL | \$61,371.79 |
|--------------|--------------------|

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Datavox clearly understands and agrees, such understanding and agreement being the absolute essence of this Agreement, that County shall have available the total maximum sum of Sixty-One Thousand Three Hundred Seventy-One and 79/100 dollars (\$61,371.79) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Datavox does further understand and agree, said understanding and agreement also being of the absolute essence of the 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 under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Sixty-One Thousand Three Hundred Seventy-One and 79/100 dollars (\$61,371.79).

5. **Time of Performance.** Time for performance of the Services under this Agreement is hereby extended and shall now terminate on December 31, 2025. Datavox shall complete the tasks described in the Scope of Services and in Exhibit "A-1" attached hereto, within this time or within such additional time as may be extended in writing by County.
6. **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.

{Remainder of Page Intentionally Left Blank}

{Execution Page Follows}

IN WITNESS WHEREOF, this First 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 First 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.

FORT BEND COUNTY

DATAVOX, INC

KP George, County Judge

Signed by:


095CBCDB227A468...
Authorized Agent – Signature

Date

John Layton

Authorized Agent- Printed Name

ATTEST:

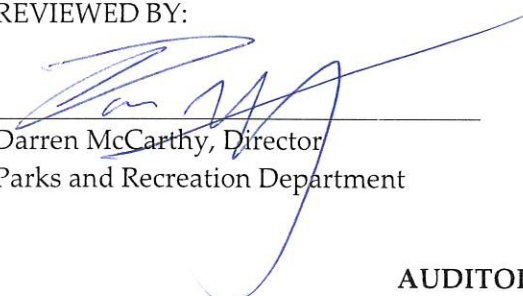
Vice President of AV Solutions
Title

Laura Richard, County Clerk

9/15/2025 | 8:27 AM CDT

Date

REVIEWED BY:



Darren McCarthy, Director
Parks and Recreation Department

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

Exhibit A: Addendum to DataVox's Physical Security Proposal
Exhibit A-1: Physical Security Change Order dated August 15, 2025

i:\agreements\2025 agreements\purchasing\parks\datavox, inc (25-parks-100356-a1)\1st amendment to addendum to physical security proposal (kcj - 9.4.2025) v2 9.9.2025

EXHIBIT A

(Addendum to DataVox's Physical Security Proposal)

STATE OF TEXAS §

§

COUNTY OF FORT BEND §

**ADDENDUM TO DATAVOX, INC.'S PHYSICAL SECURITY PROPOSAL
Pursuant to DIR Contract #DIR-CPO-4766**

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 Physical Security Proposal and Terms and Conditions (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, regarding Security Cameras at Pecan Grove Indoor Sports Complex at 727 Plantation Drive, Richmond, Fort Bend County, Texas (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, County has determined that this Agreement is not subject to competitive bidding requirements under § 262.023 of the Texas Local Government Code because the Agreement does not require an expenditure exceeding \$50,000 by the County; and

WHEREAS, § 262.011(d) of the Texas Local Government Code authorizes the County Purchasing Agent to make purchases that are not subject to competitive solicitation; and

WHEREAS, the parties wish to utilize the Department of Information Resources ("DIR") Contract #DIR-CPO-4766, which is 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 product and/or Services to County as described in Exhibit A and in accordance with the requirements and specifications of DIR Contract #DIR-CPO-4766 attached as Exhibit B.

3. **Term.** The term of the Agreement is effective as of the date signed by all parties and shall expire no later than 180 days thereafter, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties.
4. **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. 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.
5. **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 Twenty-Six Thousand, Four Hundred Thirty-One and 02/100 dollars (\$26,431.02), 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 Twenty-Six Thousand, Four Hundred Thirty-One and 02/100 dollars (\$26,431.02). 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.
6. **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.
7. **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.

8. **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. In no event will the execution of this Agreement be considered a waiver by County of any applicable statute of limitations under Texas law.

9. **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.

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 the Datavox.
10. **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.

11. **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.
12. **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.
13. **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.
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 DIR Contract #DIR-CPO-4766, then the terms and conditions of DIR Contract #DIR-CPO-4766 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. **Inspection of Books and Records.** Datavox will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Datavox for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four (4) years.
17. **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.
18. **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.
19. **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.
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. Datavox in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

20. **Non-solicitation of Employees.** During the term of this Agreement, County agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Datavox; provided, that a general solicitation to the public for employment is not prohibited under this section.
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. **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 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.

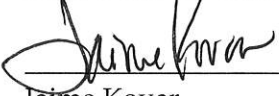
- (F). If any member(s) of Datavox's Workforce is provided with remote access to County Systems, then Datavox's Workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information 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)

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

FORT BEND COUNTY




Jaime Kovar
Purchasing Agent

1/13/25

Date

DATAVOX, INC

DocuSigned by:


Authorized Agent – Signature

Mike Bebczuk

Authorized Agent- Printed Name

Vice President, Building Technology Solutions

Title

1/10/2025 | 12:28 PM CST

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 26,431.02 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

Exhibit A: Datavox's Quote and Terms and Conditions

Exhibit B: DIR Contract #DIR-CPO-4766

i:\agreements\2025 agreements\purchasing\parks\datavox, inc (25-parks-100356)\addendum to datavox, inc proposal (kcj - 1.06.2025) v2 1.8.2025 v3 1.9.2025

Exhibit A

Physical Security Proposal

for

Fort Bend County

727 Plantation Drive
Richmond, TX 77406 United States

Pecan Grove Security Camera Project

DVXB-21952

Revision : 1

Last Modified : 12/17/2024

Note: This proposal is valid until 1/16/2025

DataVox TXDPS License B16503

Account Manager

Agustin Zentay

System Design

Chris Neely



DataVox Texas DIR Vendor Number: 176-025-1479-000

Contract Number: DIR-CPO-4766

DataVox

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

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

DataVox Corporate Profile

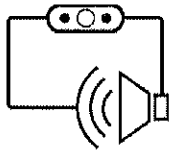
Advanced Technology Solution Partner Since 1988



DataVox Summary

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.

Products and Services



Audio Visual



Cisco Systems



Cloud Solutions



Cyber Security



Data Center Technologies



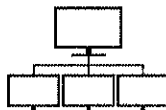
IT Support & Managed Services



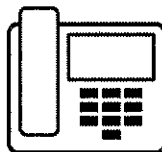
Mobility



Network Cabling



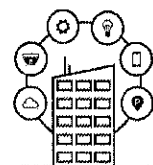
Network Technology



Phone Systems



Physical Security



Smart Building

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Fort Bend County



Pecan Grove Security Camera Project

DVXB-21952

LOCATION SUMMARY

| Location | Price |
|--|--------------------|
| Video Surveillance | \$26,431.02 |
| Total Price (Excludes Sales Tax): | \$26,431.02 |

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BILL OF MATERIALS

| Video Surveillance | Equipment | Labor |
|--------------------|-----------|-------|
|--------------------|-----------|-------|

Video Surveillance Software Programming

| | | | |
|--|---|------------|-------------------|
| 1 | DataVox Security Programming Labor | \$0.00 | \$1,600.00 |
| 11 | Hanwha Techwin America WAVE Professional License - 1 Camera License | \$1,089.00 | \$0.00 |
| Video Surveillance Software Programming | | | \$2,689.00 |

Video Surveillance Cameras

| | | | |
|-----------------------------------|---|------------|--------------------|
| 1 | DataVox Miscellaneous Hardware For Mounting Components | \$588.24 | \$0.00 |
| 1 | Hanwha Techwin America PNM-C9022RV - 180° view, 8MP Panoramic Camera with AI, IR viewable length Maximum 20m (65.6ft), WiseIR,H.265/H.264/MJPEG Max. 20fps, Hard-coated dome bubble, Analytics events : Defocus detection, Motion detection, Tampering, Audio detection, Sound classification, Virtual area(Appear/Disappear) | \$1,275.00 | \$500.00 |
| 14 | Hanwha Techwin America QNV-C8011R - 5MP AI IR Mini Vandal Dome Camera with Fixed Lens. The Q series meets AI with advanced Object Detection and accurate Motion Detection of AI Objects, eliminating false positives from foliage, lighting changes, etc. Mini form factor is perfect for office, retail, school, & man | \$4,780.30 | \$5,600.00 |
| 8 | OFE Owner Furnished Warehouse/Gym Conduit Cable Pathway for Security Device Location. This includes Conduit, Connectors, Pull String, Penetrations and Junction Boxes as Required. Conduit Must be Installed Prior to DataVox Installation | \$0.00 | \$0.00 |
| Video Surveillance Cameras | | | \$12,743.54 |

Network Equipment

| | | | |
|---|--|------------|------------|
| 1 | Hanwha Techwin America WRR-P-E201W-48TB 1U Wisenet WAVE Network Video Recorder with 4 Professional licenses, Wisenet WAVE pre-installed, 48TB Raw (32TB Usable after Disk Formatting & RAID 5 Configuration), 470 Mbps Recording B/W, 4 HDD Bay (3.5"), Intel Xeon E2356G, 16GB RAM, Dual 480GB SSD OS Drives (RAID 1), Windows 10 | \$8,598.48 | \$1,200.00 |
| 1 | OFE Owner Furnished Network Connectivity and Internet Services between Sites and Buildings | \$0.00 | \$0.00 |
| 1 | OFE Owner Furnished Patch Panels, Rack Equipment, Mounting Hardware, and Cable Tray | \$0.00 | \$0.00 |

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Fort Bend County

Pecan Grove Security Camera Project

DVXB-21952

| | | | |
|------------------------------------|--|------------------------------------|--------------------|
| 1 | OFE Owner Furnished POE Network Switches for Security Devices in MDF/IDF Locations | \$0.00 | \$0.00 |
| | | Network Equipment | \$9,798.48 |
| Security Cabling | | | |
| 15 | OFE Owner Furnished Cat5e/6/6A Cabling for Security Device Locations including Patch Cords, Patch Panels, and Rack Equipment | \$0.00 | \$0.00 |
| | | Security Cabling | \$0.00 |
| DataVox Management Services | | | |
| 1 | DataVox Solution Architect Design and Engineering Services | \$0.00 | \$200.00 |
| 1 | DataVox Project Management Services Planning, Scheduling, Order Processing, Testing, Tuning, and Wrap Up. | \$0.00 | \$1,000.00 |
| | | DataVox Management Services | \$1,200.00 |
| | | Total: | \$26,431.02 |

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ASSUMPTIONS AND EXCLUSIONS

This section lists DataVox's assumptions and exclusions for this Physical Security proposal.

- **Security Cameras:** DataVox scope of work includes providing and installing video surveillance cameras for general coverage within sports facility. Outdoor cameras are part of a separate video surveillance system and integration, takeover, or replacement of all outdoor cameras is considered out of scope. Customer to provide all required IP addresses for cameras prior to installation, including subnet and default gateway. All exterior cameras will be mounted at a height of 12 to 14 feet from the ground. All cameras will be within 300ft of a network IDF/ switch when running category 6 cable segments. This scope of work includes aim, focus, and one time refocus of cameras to refine customer desired field of views. Additional modifications of cameras may require change order. Cameras included in this scope of work are designed for general surveillance at agreed upon locations. If specialty cameras, such as Pan/Tilt/Zoom, Facial Recognition, or License Plate Recognition cameras, are needed change order will be required.
- **Network Connectivity:** Administrative and remote VPN access to Customer's network is to be provided to DataVox during installation. Active network hardware and connectivity, such as but not limited to internet service, network connectivity between multiple IT closets or buildings, and fiber/copper backbone is to be provided by others.
- **Network Equipment:** Customer is responsible for providing a conditioned IT environment with equipment rack, cabinet, wire management, cable trays, and power. Active network gear such as surge protection, workstations, PC speakers/headsets, monitors, KVMs, patch panels, POE switches, and UPS/ battery back-up are to be provided and installed by others.
- **Mobile Application:** If mobile application is available with software included in this proposal, DataVox will assist in initial training for set up, however, Customer is responsible for internal knowledge transfer and set up of all users. Some systems may require Customer to open ports on Firewall for accessibility. If Customer's IT elects not to make required programming, mobile application may not be available for use.
- **Server and Storage:** DataVox scope of work includes a VMS/AC server for proposed solution. Video storage is based on calculations of proposed cameras at H.265 compression for compatible cameras, 15 FPS, 50% motion detection, 30 days of storage. Customer is responsible for all server maintenance, upgrades, patches, backups, disaster recovery, and installing anti-virus/malware software on provided equipment to ensure optimum performance.
- **Cabling:** Security Cat 5e/6 cable and patch cables for camera/IP device locations are not included in this scope and to be provided and installed by others. This includes wall penetrations, surface boxes, termination, and testing prior to installation. Existing cabling intended to be reused is assumed to be functioning properly today with proper installation and slack for connecting new devices or change order may be required.
- **Lift Rental:** Scissor and/or boom lift rental and fuel costs are not included in the project. If lift is required, customer is responsible for providing a lift accessible for the duration of the project. If the customer is unable to provide the required lift, DataVox will provide and bill back costs to the Customer.
- **Conduit:** All conduit, coring, boring, floor cores, back boxes, door rough in conduit, door cable enclosures, outdoor rated enclosures for all security devices will be provided by others. All conduits must be verified during installation process and cannot necessarily be deemed usable during the site survey or sales process. If conduit is proved to be inefficient (i.e. rotten, crushed or too small for additional cable runs), it will result in a change order. Equipment such as pedestals, concrete, bollards, motors, gate hardware, and poles are not included in this scope of work. Conduit pipe and junction boxes for garage, stairwells, high ceiling, and/or warehouse mounted devices as required will be provided by others. Hard deck ceilings will require pathway, wiremold, or cutting of sheetrock for cabling of devices. Patch, paint, and repair is not included in this scope of work.
- **Demo:** Unless otherwise stated in this scope of work, demo of existing equipment and cabling is at the responsibility of the customer.
- **Returns/Exchanges:** Restocking fee of 25% on all returnable items will apply. Special order items and licenses are non-refundable.
- **New System Training:** DataVox standard end user training includes up to two training sessions for pre-system activation and post-system activation that each will not exceed one hour. If additional training sessions are needed, change order will be required. System training includes instructions for system organization, user set up, user changes, credentials management, device naming, schedules, and reports.
- **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. 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
 - 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.

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Fort Bend County



Pecan Grove Security Camera Project

DVXB-21952

- **Equipment Lead Times:** Upon execution of an SOW, paid deposit, and project team assignment, 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.

Acknowledged and Accepted

_____ *Initial*

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BASELINE RESPONSIBILITIES

DataVox Responsibilities

This section lists DataVox's responsibilities for this Physical Security 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.
- **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.
- **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 Physical Security 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.
- **DataVox Warranty:** A 90-day labor warranty will be included in this proposal, excluding Customer-provided equipment and existing cabling. All hardware will abide by manufacturer's warranty.

Customer Responsibilities

This section lists the Customer responsibilities for this Physical Security proposal.

- **Safe Work Environment:** Provide DataVox staff, contractors and others working on-site a safe working environment consistent with OSHA rules and regulations. 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.
- **Secure Storage:** Provide a secure, climate-controlled area on-site to store equipment during the installation period. Delivery of goods, 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 Workflow:** Provide availability of continuous, uninterrupted workflow in the environment in which the Physical Security will be installed. Delays in work caused by interference of other trades, inability to access the workspace 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.
- **Miscellaneous Items:** Additional items may be required for completion during project execution which DataVox or the customer did not foresee (for example, copper or fiber patch cables, power cords, and optics.) If miscellaneous items are required beyond what is included in the bill of materials, these items will be provided by the customer, or the items can be purchased from DataVox following the standard change management process.

Acknowledged and Accepted

_____ *Initial*

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Fort Bend County



Pecan Grove Security Camera Project

DVXB-21952

PROJECT PRICING SUMMARY

Total Installation Price: \$26,431.02

| | |
|---------------------|--------------------|
| Grand Total: | \$26,431.02 |
|---------------------|--------------------|

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Purchase Options

Cash Purchase Terms of Payment:

| <i>Billing Milestones</i> | | <i>Amount Due</i> |
|--|---------|--------------------------|
| Due on Signature | 40.00 % | \$10,572.41 |
| Progress Payments (Multiple - Invoiced Upon Receipt of Goods by DataVox and/or Work Completed) | 55.00 % | \$14,537.06 |
| Final Payment - Due on Project Completion | 5.00 % | \$1,321.55 |
| Total Payments (Excluding Sales Tax): | | \$26,431.02 |

Acknowledged and Accepted _____
Initial

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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 Physical Security Proposal is based upon the Equipment included in this Physical Security 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 PHYSICAL SECURITY PROPOSAL. THERE ARE NO OTHER AGREEMENTS, OR WARRANTIES, ORAL OR WRITTEN, EXCEPT AS EXPRESSLY STATED IN THIS PHYSICAL SECURITY 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 Physical Security Proposal and acknowledges receipt of a complete executed copy of this Agreement. Buyer understands and agrees that this Physical Security 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

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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TERMS AND CONDITIONS

In addition to the DataVox Standard Terms and Conditions found at <https://www.datavox.net/terms-and-conditions/>, the applicable DIR terms and conditions found at <https://www.datavox.net/state-purchasing-cooperatives/texas-dir/> apply to this Agreement. In the event of any conflict between the terms of the DataVox Standard Terms and Conditions and the DIR terms and conditions, the DIR terms and conditions shall prevail.

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Exhibit B

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

Datavox, Inc

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Datavox, Inc (hereinafter "Vendor"), with its principal place of business at 6650 West Sam Houston Parkway South Houston, TX 77072.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-443, on 10/28/2019, for Law Enforcement, Surveillance and Security Monitoring, Emergency Preparedness, Disaster Recovery Technology Products and Services. . Upon execution of this Contract, a notice of award for RFO DIR-CPO-TMP-443 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Customer Service Agreement Template; Exhibit 1, Vendor's Response to RFO DIR-CPO-TMP-443, including all addenda; and Exhibit 2, DIR-CPO-TMP-443, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to law enforcement, surveillance and security monitoring, emergency preparedness, disaster recovery technology products and related services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to law enforcement, surveillance and security monitoring, emergency preparedness, disaster recovery technology products and related services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

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

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract three-quarters of one percent (0.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000.00 shall be \$750.00.

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

6. Notification

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

If sent to the State:

Hershel Becker or Successor in Office
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700

If sent to the Vendor:

Scott Ferguson
Datavox, Inc

6650 West Sam Houston Parkway South
Houston, TX 77072
Phone: (713) 881-7111
Email: scott@datavox.net

7. Software License, Service and Leasing Agreements

A. Shrink/Click-wrap License Agreement

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

B. Service Agreement/Service Agreement Template

Services provided under this Contract shall be in accordance with the Service Agreement/Service Agreement Template as set forth in Appendix D of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and Customer. If utilizing the Service Agreement Template, the Vendor and Customer may agree to terms and conditions that do not diminish or lessen the rights or protections of the Customer or the responsibilities or liabilities of the Vendor.

C. Conflicting or Additional Terms

1. In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.
2. In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.
3. In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.
4. Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections

of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

5. If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.
6. The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer or Publisher.

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

No exceptions have been agreed to by DIR and Vendor.

(Remainder of this page intentionally left blank.)

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

Datavox, Inc

Authorized By: Signature on File

Name: Scott Ferguson

Title: Director of Physical Security

Date: 4/5/2021

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 4/7/2021

Office of General Counsel: Signature on File

**Appendix C Pricing Index
 DIR-CPO-4766
 DataVox, Inc.**

| Manufacturer / Brand | Category | DIR Customer Discount % off MSRP |
|-----------------------------|------------------------------------|---|
| APC | Hardware - Battery Backup | 7.00% |
| Arctic Wolf | Software - Security Monitoring | 5.00% |
| Assa Abloy | Hardware - Access Control | 10.00% |
| Axis | Hardware - Camera | 24.75% |
| BCDVideo | Hardware - Servers | 22.00% |
| Bluewave Security | Hardware - Access Control | 20.00% |
| Brivo | Software | 15.00% |
| DMP | Hardware - Intrusion | 44.50% |
| Genetec | Software | 29.25% |
| Hanwha | Hardware - Camera | 20.00% |
| LenelS2 | Software | 41.25% |
| OpenPath | Hardware - Access Control | 15.00% |
| Pure | Storage | 37.00% |
| Pure | Maintenance | 6.00% |
| Pure | Maintenance Renewal | 6.00% |
| Pure | Manufacturer Professional Services | 6.00% |
| Pure | Training | 6.00% |
| Salient | Software | 27.00% |
| Shooter Detection Systems | Hardware - Shooter Detection | 15.00% |
| Siklu | Hardware - Wireless Point to Point | 15.00% |
| Singlewire | Software | 15.00% |
| Singlewire | Subscription | 15.00% |
| Singlewire | Maintenance | 15.00% |
| Singlewire | Maintenance Renewal | 5.00% |
| Singlewire | OEM Pro Services | 10.00% |
| Valcom | Hardware | 7.00% |
| Verkada | Hardware | 27.00% |
| Vmware | Academic Licensing | 10.00% |
| Vmware | Non-Academic Licensing | 10.00% |
| Zenitel-Stentofon | Hardware & Software | 20.00% |
| Zerto | Software | 5.00% |
| Zerto | Subscription | 5.00% |

Related Services

DataVox Services for Arctic Wolf, Pure, Singlewire, Vmware, and Zerto

| Manufacturer / Brand | Category | DIR Customer Discount % off MSRP |
|-----------------------------|-----------------|---|
|-----------------------------|-----------------|---|

| | | |
|---------|-----------------------------|-------|
| DataVox | Level 1 Engineer | 5.00% |
| DataVox | Level 2 Engineer | 5.00% |
| DataVox | Level 3 Engineer | 5.00% |
| DataVox | Advanced Project Management | 5.00% |
| DataVox | End User Training Standard | 5.00% |
| DataVox | Standard Project Management | 5.00% |

| DataVox Services for All Other Manufacturers | | |
|--|--------------------------|----------------------------------|
| Manufacturer / Brand | Category | DIR Customer Discount % off MSRP |
| DataVox | Level 1 Design | 26.00% |
| DataVox | Level 2 Design | 26.00% |
| DataVox | Level 3 Design | 26.00% |
| DataVox | Project Management | 26.00% |
| DataVox | Security Project Manager | 26.00% |
| DataVox | Programmer | 26.00% |
| DataVox | System Engineer | 26.00% |
| DataVox | Technician Level 1 | 26.00% |
| DataVox | Technician Level 2 | 26.00% |
| DataVox | Technician Level 3 | 26.00% |
| DataVox | Site Survey | 26.00% |
| DataVox | Training Level 1 | 26.00% |
| DataVox | Training Level 2 | 26.00% |
| DataVox | Training Level 3 | 26.00% |

EXHIBIT A-1

(Physical Security Change Order dated August 15, 2025)

PHYSICAL SECURITY CHANGE ORDER

Prepared For:

Company: Fort Bend County
727 Plantation Drive

Project: Pecan Grove Security Camera Project

DataVox Contact:

Account Manager: Agustin Zentay

Email: agustinz@datavox.net

System Design: Chris Neely

Email: ChrisN@Datavox.net



DataVox TXDPS License B16503

DataVox Texas DIR Vendor Number: 176-025-1479-000

Contract Number: DIR-CPO-4766

SCOPE OF WORK

Change Order 1

Description of Services: DataVox change order includes the following adjustments from the original approved proposal based on customer directed changes, General Contractor ASI/RFI changes, and/or required items not included in original scope of work. DataVox will provide and install the following equipment.

- Provide and Install (4) PNM-C16013RVQ Outdoor 4x4MP Multisensor Cameras w/ Corner Mounts
- Provide and Install (3) QNV-C8013R Outdoor IR Dome Cameras
- Provide and Install (1) PNM-C9022RV Outdoor 180° Panoramic Camera
- Provide and Install (2) PNM-C9022RV 180° Panoramic Camera at Indoor Batting Cages
- Provide and Install (1) WRR-P-E201W-48TB for Additional Storage

BILL OF MATERIALS

Note: Installation Price Includes Equipment and Labor

Change Order 1

Installation Price


Video Surveillance Software Programming

 1 **DataVox**
Security Programming Labor

Video Surveillance Software Programming

\$1,000.00

Video Surveillance Cameras

 1 **DataVox**
Miscellaneous Hardware For Mounting Components



4 **Hanwha Techwin America**
PNM-C16013RVQ 4MP x 4 Indoor/Outdoor Mini Multi-Directional Camera, 4CH
AI Analytics, Classified Object (Person/Face/Vehicle/License plate), WiseStream
III, Loitering/Line-Crossing Detection, IR, IP66/IK09

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3 **Hanwha Techwin America**
PNM-C9022RV - 180° view, 8MP Panoramic Camera with AI, IR viewable length Maximum 20m (65.6ft), WiselR,H.265/H.264/MJPEG Max. 20fps, Hard-coated dome bubble, Analytics events : Defocus detection, Motion detection, Tampering, Audio detection, Sound classification, Virtual area(Appear/Disappear)



3 **Hanwha Techwin America**
QNV-C8013R 5MP IR Outdoor Dome AI camera with 3mm Fixed Lens, AI with Advanced Object Detection, Person/Vehicle (Attributes: Upper and Bottom Clothing, Virtual line (Crossing/Direction),



4 **Hanwha Techwin America**
SBP-200HMW Hanging Cap



4 **Hanwha Techwin America**
SBP-300KMW1 Corner Mount Base



4 **Hanwha Techwin America**
SBP-300WMW1 Wall Mount (White)

Video Surveillance Cameras

\$18,233.79

Network Equipment



1 **Hanwha Techwin America**
WRR-P-E201W-48TB 1U Wisenet WAVE Network Video Recorder with 4 Professional licenses, Wisenet WAVE pre-installed, 48TB Raw (32TB Usable after Disk Formatting & RAID 5 Configuration), 470 Mbps Recording B/W, 4 HDD Bay (3.5"), Intel Xeon E2356G, 16GB RAM, Dual 480GB SSD OS Drives (RAID 1), Windows 10

OFE

4 **OFE**
Owner Furnished Network Connectivity and Internet Services between Sites and Buildings

OFE

4 **OFE**
Owner Furnished Patch Panels, Rack Equipment, Mounting Hardware, and Cable Tray

OFE

4 **OFE**
Owner Furnished POE Network Switches for Security Devices in MDF/IDF Locations

Network Equipment

\$10,087.50

Security Cabling



16 **DataVox**
5' Slim Cat 6 Patch Cable - Yellow



8 **DataVox**
Miscellaneous Pathway Support and Cabling Material

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6650 W. Sam Houston Pkwy S. | Houston, TX 77072 | 713-881-5300
 1701 East Lamar, Suite 170 | Arlington, TX 76006 | 817-288-2700

Project # DVXB-21952


Change Order # 1


Date August 15, 2025

Valid until 9/14/2025

 2000 **General Cable**
 GenSPEED 6® - Cat 6 Cable, Plenum - Yellow

OFE 2 **OFE**
 Owner Furnished Cat5e/6/6A Cabling for Security Device Locations including Patch Cords, Patch Panels, and Rack Equipment

 8 **Panduit**
 Cat 6 Modular Jack

 8 **Panduit**
 Cat 6 2 Port Surface Mount Box

Security Cabling \$5,119.48

DataVox Management Services

 1 **DataVox**
 Solution Architect Design and Engineering Services

 1 **DataVox**
 Project Management Services Planning, Scheduling, Order Processing, Testing, Tuning, and Wrap Up.

DataVox Management Services \$500.00

SubTotal: **\$34,940.77**

Total (Excludes Tax): **\$34,940.77**

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

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

Project # DVXB-21952

Change Order # 1

Date August 15, 2025

Valid until 9/14/2025

ASSUMPTIONS AND EXCLUSIONS

This section lists DataVox’s assumptions and exclusions for this Physical Security proposal. Original project assumptions and exclusions will also apply to change orders. Details below will only pertain to applicable systems included in this project.

- **IP Devices:** Customer to provide all required IP addresses for IP devices prior to installation, including subnet and default gateway. All devices will be installed at manufacture recommended height based on Customer environment. All devices will be within 300ft of a network IDF/ switch when running category 6 cable segments.
- **Network:** Customer to provide network access during installation. Active network hardware and connectivity, such as but not limited to internet service, network connectivity between multiple IT closets or buildings, and fiber/copper backbone is to be provided by others. Customer is responsible for providing a conditioned IT environment with equipment rack, cabinet, wire management, cable trays, and power. Refer to original scope of work for responsibility of active network gear.
- **Server and Storage:** For on Premise systems which require servers, DataVox scope of work assumes using server/VM based on original project design. Customer is responsible for server maintenance, upgrades, patches, backups, disaster recovery, and installing anti-virus/malware software on provided equipment to ensure optimum performance.
- **Cabling:** Refer to original scope of work and change order bill of materials to determine if DataVox is required to provide and install security Cat 5e/6 cabling for new camera/IP device locations including patch cables. If cabling is to be provided by others, DataVox scope assumes all wall penetrations, surface boxes, termination, and testing will be completed prior to installation. If required, all elevator traveling cable to be provided by others.
- **Lift Rental:** Refer to original project scope of work for lift responsibilities.
- **Conduit:** All conduit, coring, boring, floor cores, back boxes, door rough in conduit, door cable enclosures, outdoor rated enclosures for all security devices will be provided by others. All conduits must be verified during installation process and cannot necessarily be deemed usable during the site survey or sales process. If conduit is proved to be inefficient (i.e. rotten, crushed or too small for additional cable runs), it will result in a change order. Equipment such as pedestals, concrete, bollards, motors, gate hardware, and poles are not included in this scope of work. Conduit pipe and junction boxes for garage, stairwells, high ceiling, and/or warehouse mounted devices as required will be provided by others. Hard deck ceilings will require pathway, wire mold, or cutting of sheetrock for cabling of devices. Patch, paint, and repair is not included in this scope of work.
- **Returns/Exchanges:** Restocking fee of 25% on all returnable items will apply. Special order items and licenses are non-refundable.
- **U.S. Tariff Price Adjustments:** The pricing offered as of the date of this Proposal or SOW is based on the current pricing and availability of products. In the event tariffs, duties, surcharges, or similar charges (“Tariffs”) are imposed by any manufacturers or suppliers after the date and/or execution of this Proposal or SOW, DataVox agrees to promptly notify Customer and make reasonable efforts to mitigate the impact of any Tariffs and avoid any price increases. If no viable alternatives are found, Customer shall be responsible for the Tariff, provided that DataVox has exhausted all reasonable alternatives, including the sourcing of alternative products. If Customer elects to cancel the Proposal or SOW as a result of the Tariff, Customer may be responsible for a termination fee for any non-refundable prepaid services and non-returnable products ordered, in transit, or held in storage for the benefit of Customer.
- **Non-DIR Related Items:** The following manufactures products are not included in the DIR Contract pricing of this proposal: Cabling components

Acknowledged and Accepted

Initial

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

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

Project # DVXB-21952

Change Order # 1

Date August 15, 2025

Valid until 9/14/2025

PROJECT PRICING SUMMARY

Total Installation Price: \$34,940.77

Grand Total: \$34,940.77

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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 Physical Security Proposal is based upon the Equipment included in this Physical Security 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 PHYSICAL SECURITY PROPOSAL. THERE ARE NO OTHER AGREEMENTS, OR WARRANTIES, ORAL OR WRITTEN, EXCEPT AS EXPRESSLY STATED IN THIS PHYSICAL SECURITY 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 Physical Security Proposal and acknowledges receipt of a complete executed copy of this Agreement. Buyer understands and agrees that this Physical Security 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.

By: _____
(Signature)
Name: _____
Title: _____
Date: _____

Fort Bend County

Signed by:

095CBCDB227A468
(Signature)
Name: John Layton
Title: Vice President of AV Solutions
Date: 9/15/2025 | 8:27 AM CDT

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