

**CRITICAL INCIDENT COMMAND CENTER
SYSTEM DESIGN AGREEMENT**

THIS AGREEMENT 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, (hereinafter "AVTG"), a corporation authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires to obtain professional services related to the design and installation of a critical incident command center technology system (hereinafter "Services"); and

WHEREAS, AVTG represents that it is qualified and desires to perform such Services.

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

AGREEMENT

Article I. Scope of Services

AVTG shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

Article II. Personnel

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

2.2 All employees of AVTG shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of AVTG who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of County, immediately be removed from association with the Project.

Article III. Compensation and Payment

3.1 The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is one hundred and forty-seven thousand seven hundred and twenty-seven dollars and 57/100 (\$147,727.57). In no case shall the amount paid under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services 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. Payment will be made in accordance with those payment procedures set forth in Section 3.3 below.

3.3 It is understood and agreed that payment will be made to AVTG by County based on the following procedures: Upon completion of the tasks identified in the Scope of Services, AVTG shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Article IV. Time of Performance

It is understood and agreed that the time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than thirty (30) days after receipt of the Notice to Proceed. Tasks described in the Scope of Services shall be completed within this time or within such additional time as may be extended by the County.

Article V. Modifications

Any modifications to this Agreement must be in writing and must be signed by both parties.

Article VI. Termination

6.1 Termination for Convenience

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

6.2 Termination for Default

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

6.2.1.1 If AVTG fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

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

6.2.2 If, after termination, it is determined for any reason whatsoever that AVTG was not in default, or that the default was excusable, the rights and obligations of the

parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 6.1 above.

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

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

Article VII. Ownership and Reuse of Documents

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

Article VIII. Inspection of Books and Records

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

Article IX. Insurance

9.1 Prior to commencement of the Services, AVTG 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. AVTG shall provide certified copies of insurance endorsements and/or policies if requested by County. AVTG 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. AVTG 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:

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

9.1.2 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.

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

9.1.4 Professional Liability insurance with limits not less than \$1,000,000.

9.1.5 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.

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

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

Article X. Indemnity

AVTG SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF AVTG, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF AVTG OR ANY OF AVTG'S AGENTS, SERVANTS OR EMPLOYEES.

Article XI. Confidential and Proprietary Information

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

11.2 AVTG agrees to hold Confidential Information in strict confidence, using at least the same degree of care that AVTG uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. AVTG shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, AVTG shall advise County immediately in the event AVTG learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and AVTG will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or AVTG against any such person. AVTG agrees that, except as directed by County, AVTG will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, AVTG will turn over to County all documents, papers, and other matter in AVTG's possession which embody Confidential Information.

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

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

11.5 County is subject to various open government laws and does not agree with to pay any fee related to the release of information related to this Agreement in accordance with state or federal law.

Article XII. Independent Contractor

12.1 In the performance of work or services hereunder, AVTG 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 AVTG or, where permitted, of its subcontractors.

12.2 AVTG 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.

Article XIII. Contract Administration

13.1 All written notices, demands, and other papers or documents to be delivered to County under this Agreement shall be delivered to the Fort Bend County Sheriff's Office, 1410 Williams Way Blvd., Richmond, Texas 77469, Attention: Danny Jan, or at such other place or places as it may from time to time designate by written notice delivered to AVTG. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

13.2 All written notices, demands, and other papers or documents to be delivered to AVTG under this Agreement shall be delivered to Audio Visual Technologies Group, 4910 Wright Road, Suite 100, Stafford, Texas 77477, or such other place or places as AVTG may designate by written notice delivered to County.

Article XIV. Compliance with Laws

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

Article XV. Debarment/Suspension Certification

AVTG certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and does not appear in the Excluded Parties List System at <http://www.epls.gov>.

Article XVI. Prohibited Interests

AVTG shall ensure that no employee, officer, or agent of AVTG; any member of his or her immediate family; his or her partner; or, any organization that employs or is about to employ any of the aforementioned, shall participate in the selection, award, or administration of a subcontract under this Agreement with a firm or person in which the employee, officer, or agent has or will obtain during the term of this Agreement or for one year thereafter a financial or other interest.

Article XVII. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

Article XVIII. Applicable Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

Article XIX. Successors and Assigns

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

Article XX. Publicity

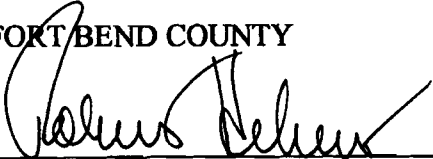
AVTG shall not make news releases, publicize or issue advertising pertaining to this Agreement without first obtaining the written approval of County.

Article XXI. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement shall control.

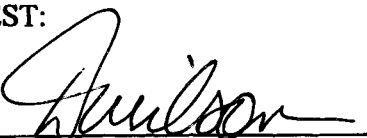
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, 2010.

FORT BEND COUNTY


Robert E. Hebert, County Judge

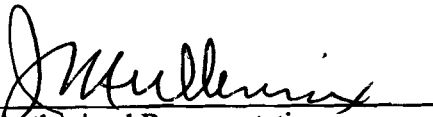
7-13-2010
Date

ATTEST:


Dianne Wilson, County Clerk

7-13-10
Date

AUDIO VISUAL TECHNOLOGIES GROUP


Authorized Representative

7/7/10
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$147,227.⁵⁷ to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Edward Sturdivant, County Auditor

EXHIBIT A

INTRODUCTION

The Audio Visual Technologies Group has been proudly serving the County and Local agencies for over 59 years. We have become the very best we are with purpose and focus on Client satisfaction. We have been blessed with being given the opportunity to partner with the County on several exciting projects. I have provided sample relevant Client information at the end of this proposal.

Your Sales Professional as well as the Technical Support Group supporting him are highly trained specialists in the installation and service of today's high-technology audio and visual equipment. Each Technical Support member is a certified Technology Specialist, certified by the International Communications Industries of America.

SPECIAL CLIENT NOTE: SYSTEM DESIGN AND QUOTE SUBMISSION BASED ON FORT BEND CO RFP#10-068. BUILDING AND ROOM LAYOUT DRAWING SUPPLIED BY FORT BEND NOT TO SCALE, DOESNT PROVIDE ENOUGH INFORMATION TO GAUGE DISTANCES, CABLE PATHWAY OR CONDUIT LAYOUTS.

CAT5 TWISTED PAIR DEVICES ACCOUNT FOR 500'. ANY DISTANCES LONGER THAN 500' MAY REQUIRE FIBER OPTIC SOLUTIONS. POTENTIAL ROOMS AFFECTED: PATROL OPS (TO SERVER RM 012, FROM SERVER RM 012) , PATROL CAPT (TO SERVER RM 012, FROM SERVER RM 012), PATROL BRIEFING ROOM (FROM SERVER RM 012) AND PATROL OPS (FROM SERVER RM 012).

EACH SOURCE REQUIRES FIBER OPTIC Tx/Rx SET; EA DESTINATION REQUIRES FIBER OPTIC Tx/Rx SET, AVAILABLE AT ADDITIONAL PARTS AND LABOR COSTS. FIBER PULLS, TERMINATION AND INSTALLATION BY FORT BEND CO.

AVTG SYSTEM DESIGNED ON OFE PC/LAPTOPS OUTPUT RESOLUTIONS AT 1024 X 768 @ 60Hz.

ALL DISPLAYS TO BE CONTROLLED VIA SUPPLIED IR REMOTES, EXCEPT:

(1) OFE 50" SO, (1) 50" SO, (1) PROJECTOR COMMAND RM, (2) 42" COMMAND ROOM -- POWER ON/POWER OFF.

CRESTRON HTML/ETHERNET CONTROL PROVIDED FOR (1) NUMBER OF USERS. FORT BEND CO TO SUPPLY STATIC IP ADDRESSES, SUBNET MASKS AND FIREWALL PERMISSIONS, AS REQUIRED.

CLIENT'S BASE REQUIREMENTS

Very simply put, the Client would like to route information from any of its specified input sources (computers, laptops, video, etc.) to any of the large flat panel displays located through out the Sheriff's Office Complex.

This is to be accomplished by installing the necessary audio and visual equipment that can be controlled from any authorized on-site computer via Internet HTML Browser pages and passwords. This will allow any workstation to be commandeered and set to purpose as the Emergency Manager's station.

Unlike the numerous of other Emergency Operation Centers that AVTG has done, this ICC will be Virtual or Non-Centralized. That is to say that unlike other EOCs where the Responders are all in the same room (i.e. FBC OEM/EOC),

DESIGN CHALLENGES

1. Lack of facility plans and drawings.
2. Lack of Conduit flow information between the SO Jail and Patrol out-buildings.
3. The placement of the equipment rack in the furthestmost location from all other input sources and destinations. Because of this, the design utilizes CAT-5 cabling and CAT-5 / VGA transmitters and receivers to cover the vast distances.
4. The amount of System cabling is best-guess only due to lack of information and may require additional cabling at the Client's expense.

DEPARTMENTAL DISPLAY CONTROL

Each Division or Department Senior Officer will be responsible for ensuring that their Plasma or LCD panel is turned on and selected for individual viewing.

EXAMPLE:

In Dispatch, the Communication's Manager or Assistant will engage the HTML Browser page and select their workstation input.

Individual workstations can have their screen displayed on multiple destinations. Therefore, by having the system designed this way, each authorized Personnel can route this workstation image to any of the destinations or plasma/LCD locations at a click of the mouse.

NOTE:

When using the HTML Browser pages, only one Official can have use of the Control System at a time. That is to say that if Dispatch wants to display information on CID display, Dispatch will enter the Browser page, direct their image to the CID display, and then close the Browser for use by other Authorities.

GROWTH ROOM

Emergency Management Centers grow overtime. The SO ICC will grow as the requirements change. Currently the System's Matrix Switcher has 9 available source or computer and video input ports and 5 available output or destination ports. The selected equipment rack has ample space for future equipment. Should the ICC migrate to a centralized locations where static workstations or to new location, it can easily done so.

SYSTEM SOURCES (INPUTS)

These are the designated and authorized sources (inputs) to the display system:

Racked Dedicated Computers: RADARNET, WEBEOC,
STATUS, TIBORON, RACK PC-5, RACK PC-6

Offices: EMC, Patrol Ops, Dispatch, Command Room, PIO,
CID Captain, Patrol Captain, CATV, DVD

NOTE: AVTG has been requested not to include the L-3
system as an source or destination due to the sensitivity of the
data.

These are the designated and authorized destinations (outputs)
from the display system:

- Sheriff's Office existing 50" display and one new 50" display
- Command Room one Video projector & two 42" displays
- Chief Deputy's Office 50" display
- Dispatch two 42" displays
- Patrol Operations Room two 42" displays
- Patrol Briefing Room two 42" displays
- CID Captain 42" display
- CID Internal Hall wall 42" display
- PIO existing 42" display
- Major of detention 50" display
- Major of Enforcement 50" display

NOTE:

AVTG is using universal mounting brackets for the displays so
that in the future if a display must be changed out for whatever
reason, the replacement display will fit and not have to have a custom
bracket.

SHERIFF'S OFFICE:

The Sheriff's Office will have the existing 50" Sony display wall
mounted. A new 50" display will be mounted along side of it to
provide an esthetic view.

The computer video signal from the User's desktop computer
will be split using a CAT-5 / Computer transmitter connected to a
CAT-5 wallplate to the System Switcher and back the desktop
monitor.

COMMAND ROOM (SHERIFF'S EXECUTIVE CONFERENCE ROOM)

The Command Room will have a 3700 Lumen video projector ceiling mounted with a 60" x 80" recessed ceiling electric projection screen. There will also be two pole mounted 42" displays located on either side of the projection screen.

ICC audio will be provided via a pair of self-powered recessed ceiling audio speakers appropriately placed in the room for maximum audio coverage.

The computer video signal from the User's desktop computer will be split using a CAT-5 / Computer transmitter connected to a CAT-5 wallplate to the System Switcher and back the desktop monitor

CHIEF DEPUTY'S OFFICE:

The Chief Deputy will have a 50" display mounted on the wall using a tilt-wall mounting bracket.

The computer video signal from the User's desktop computer will be split using a CAT-5 / Computer transmitter connected to a CAT-5 wallplate to the System Switcher and back the desktop monitor

EMERGENCY MANAGEMENT COORDINATOR:

The EMC will have a 50" display mounted on the wall a tilt-wall mounting bracket.

The computer video signal from the User's desktop computer will be split using a CAT-5 / Computer transmitter connected to a CAT-5 wallplate to the System Switcher and back the desktop monitor

DISPATCH:

The Dispatch area will have two 42" displays pole-mounted.

The computer video signal from one the User's desktop computers will be split using a PC Distribution Amplifier which will send one signal back to the PC monitor and the other to the System Switcher.

PATROL OPERATIONS ROOM & PATROL BRIEFING ROOM:

Each room will have two 42" displays that will be pole mounted.

The computer video signal from the User's desktop computer will be split using a CAT-5 / Computer transmitter connected to a CAT-5 wallplate to the System Switcher and back the desktop monitor

CID CAPTAIN AND CID HALLWAY:

The Captain of CID will have a 42" display wall-mounted in his office.

The computer video signal from the User's desktop computer will be split using a CAT-5 / Computer transmitter connected to a CAT-5 wallplate to the System Switcher and back the desktop monitor

A 42" display will be pole mounted in the CID for display purposes routed from the Switcher.

PIO:

The PIO Officer currently has a 42" display setting on a table. This unit will be wall-mounted. As this display is currently being used for broadcast capturing, the second input (DVI) will be used for the PIO computer connection.

The computer video signal from the User's desktop computer will be split using a CAT-5 / Computer transmitter connected to a CAT-5 wallplate to the System Switcher and back the desktop monitor

MAJORS OF DETENTION AND ENFORCEMENT:

Each Major will have a 42" display wall-mounted in their offices.

The computer video signal from the User's desktop computer will be split using a CAT-5 / Computer transmitter connected to a CAT-5 wallplate to the System Switcher and back the desktop monitor

ADMINISTRATION / RECEPTIONIST AREA:

There will be a 42" display mounted at this location for display purposes.

SWITCHING, SCALING & SIGNAL PROCESSING:

To accommodate the number of sources and destinations, AVTG has chosen to use a 24 Input (Source) and 24 Output (destination) Matrix Switcher. This Matrix Switcher will be located in the new equipment rack.

The CATV and DVD signals will be scaled to computer resolution by the use of Line Doublers or Up-Scalers. This will produce a higher quality display signal.

SYSTEM CONTROL & SIGNAL PROCESSING:

Since is designed to be a Virtual Incident Command Center, a Crestron PRO2 Command and Control System processor has been selected to control the selection and routing of data images.

EQUIPMENT RACK:

Two new 44 space black metal equipment rack will be installed in Dispatch for the racking of all new audio and visual equipment. A JVC DVD/VHS unit with a DTV tuner will also be installed in the rack for source selection. As there is not enough space in the audio and visual rack for the Racked PCs, a second 44 space rack will be installed for them which will allow for future rack population of additional racked PC's.

SYSTEM CABLING TO SWITCHER:

This comprises all of the expected and necessary cabling to support Source (input) cabling to the Matrix Switcher and from the Matrix Switcher to the Destinations (output displays).

BULK SYSTEM CABLING:

This comprises the bulk cabling requirements for the overall system cabling. As previously mentioned, without the necessary data AVTG is unable to accurately estimate the amount of cabling required. If the amount of cabling required is insufficient, a Change Order will be submitted for the difference.

OPTIONAL: VIDEO CONFERENCING – COMMAND ROOM AND THE OPERATIONS ROOM:

The Client has requested that a video conferencing system be installed for the initial purpose of communicating from the Command Room to the Operations Room because of the distance between the two is great.

The Command Room will have a Tandberg 990MXP Multi-Site conference system which will allow them to communicate with the County EOC and other County Sheriff Offices.

The Operations Room will have a Tandberg 770MXP which is a Point-To-Point system meaning that it can only communicate with one other site at a time. It will still possess the ability to communicate to other sites outside of the Sheriff's Office.

CONCLUSION

We purposefully design our systems with an open architecture and a minimum of a 5 year life cycle for the equipment. AVTG is a premier design/integration business partner for Command and Control environments. I have attached additional documentation that exemplifies our Company's capabilities and Client commitment.

We look forward to working with you and your Staff for the successful implementation and completion of your Emergency Operations Center.

After reviewing this document and the accompanying quote,
please do not hesitate to call up on me if you have any questions or
concerns.

Respectfully,

Chris Thomasen, III

Audio Visual Technologies Group, Inc.
4910 Wright Road, Suite 100
Stafford, Texas, 77477
ph: 1-800-522-3687 / 281-240-2100
fx: 281-240-2250 / mob: 281-630-9609

thomasen@AVTG.com



Audio Visual Technologies Grp
4910 Wright Rd., Suite 100
Stafford, TX 77477
281-240-2100 Fx 281-240-2250

**** Proposal ****

6/3/2010

Project Number: 93031REVA

For:

FORT BEND COUNTY SHERIFF'S OFFICE
FORT BEND VICC REV A (060210)

Dissemination of this proprietary document is subject to a
design/consultation fee of a minimum of \$2500 fee per
document.

**** Proposal ** to:**

FORT BEND COUNTY PURCHASING DEPARTMENT
DEBBIE KAMINSKI
PURCHASING / ROSENBERG ANNEX
4520 READING ROAD, SUITE A
ROSENBERG, TX 77471
Tel: (281)341-8643

Project Site:

FORT BEND COUNTY SHERIFF'S OFFICE
LT. DANNY JAN
1410 RANSOM RD.
RICHMOND, TX 77469
Tel: 281-341-3857

VICC HARDWARE - REV A (060310)

ACTION ITEMS FROM THE 04/14/10 MEETING WITH SO REPRESENTATIVES: RESOLVE CABLE LENGTH
ISSUES BY CHANGING FROM A RGBHVA MATRIX SWITCHER TO A CAT-5 MATRIX SWITCHER.

NEW EXTRON CAT-5 TRANSMITTERS ALLOW UP TO 1500' OF TRANSMISSION OVER CAT-5. THERE WILL BE
NO NEED FOR COUNTY LAID FIBER TO THE PATROL BUILDING OR FIBER TRANSCEIVERS.

AVTG WILL PULL ALL CABLING BOTH INTERNAL TO THE SHERIFF'S OFFICE MAIN BUILDING AND THE PATROL
BUILDING.

AVTG SYSTEM DESIGNED ON OFE PC/LAPTOPS OUTPUT RESOLUTIONS AT 1024 X 768 @ 60Hz.

ALL DISPLAYS TO BE CONTROLLED VIA SUPPLIED IR REMOTES, EXCEPT:

(1) OFE 50" SO, (1) 50" SO, (1) PROJECTOR COMMAND RM, (2) 42" COMMAND ROOM - POWER ON/POWER
OFF.

CRESTRON HTML/ETHERNET CONTROL PROVIDED FOR (1) NUMBER OF USERS. FORT BEND CO TO SUPPLY
STATIC IP ADDRESSES, SUBNET MASKS AND FIREWALL PERMISSIONS, AS REQUIRED.

SYSTEM INPUTS (SOURCES)

RADARNET	WEB EOC	STATUS	TIBERON	RACK PC-5	RACK PC-6
EMC OFF.	PAT.OPS	DISPATCH	COMMAND	PIO	CID CAPT. PAT. CAPT.
CATV	DVD PLVR				

SYSTEM OUTPUTS (DESTINATIONS)

S.O. OFE 50"	S.O. 50"
COMMAND PROJECTOR	COMMAND 42" (2)
CHIEF DEPUTY 50"	EMC OFF 50"
DISPATCH 42" (2)	
PATROL OPS RM 42" (2)	PATROL BRIEFING RM 42" (2)
CID INTERNAL HALLWAY 42"	CID CAPT. 42"
PIO OFE 42"	ADMIN RECEIPT 42"
CH. DEPT. 50"	
MAJOR-DETENTION 42"	MAJOR-ENFORCEMENT 42"

6 CLIENT_OFE FORT BEND CO OWNER FURNISHED EQUIPMENT:

RACKMOUNT PC W/ 1024 X 768 @ 60Hz OUTOUT ON HD15;

(3) RU HEIGHT 5.25"

7 CLIENT_OFE FORT BEND CO OWNER FURNISHED EQUIPMENT:

PC/LAPTOP W/ 1024 X 768 @ 60Hz OUTOUT ON HD15;

SHERIFF'S OFFICE

1	CLIENT_OFE	FORT BEND CO OWNER FURNISHED EQUIPMENT:		
	50" PLASMA			
1	LEVEL	LEVEL MOUNT FIXED/TILT MOUNT FOR 34"-65" TVS	124.21	124.21
	MOUNT-FT65B-CC			
1	AVTG-BACKBLOCKING	FLAT DISPLAY BACK BLOCING	93.75	93.75
1	LG-TD# 47172L	50" FLATPANEL DISPLAY WITH DTV	1,357.34	1,357.34
1	LEVEL	LEVEL MOUNT FIXED/TILT MOUNT FOR 34"-65" TVS	124.21	124.21
	MOUNT-FT65B-CC			
1	AVTG-BACKBLOCKING	FLAT DISPLAY BACK BLOCING	93.75	93.75

COMMAND ROOM

1	NEC-NP1250	3700 LUMEN COMMAND ROOM VIDEO PROJECTOR	2,525.00	2,525.00
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NOTE: HARDCOPY OF FORT BEND PO REQUIRED BY NEC IN ORDER TO QUALIFY FOR GOVERNMENT PRICING & RELEASE OF PRODUCT.

CLIENT ELECTRICIAN RESPONSIBLE FOR 120V POWER DUPLEX IN CEILING TILE FROM FLEX CONDUIT AT AVTG SPECIFIED LOCATION: 15 AMP, CLEAN DEDICATED POWER.

NEC NP1250 (60"H X 80"W SCREEN) = 142" MID (THROW SCREEN TO LENS 122 - 162"); 149.03 MID SCREEN TO PIPE.

1	CHIEF-RPA148	PROJECTOR MOUNT, NEC NP1000/2000	141.79	141.79
1	CHIEF-CMA440	CEILING PLATE, 8" X 24"	81.94	81.94
1	AVTG-PIPE	CUSTOM MOUNTING PIPE/POLE	37.50	37.50
1	WHIRLWIND-PCDI	DIRECT BOX - DUAL WITH RCA AND 1/8" INPUTS	112.44	112.44
1	DA-LITE-84299L	ADVANTAGE, 100D 60X80NPA MW W BUILT IN LVC	1,698.75	1,698.75
1	AVTG-SCRNKIT	CUSTOM SCREEN INSTALLATION KIT	37.50	37.50
1	Extron-60-845-01	MPA 401-70V	243.75	243.75
1	Crestron-C2VEQ-4	4-CHANNEL DIGITAL VOLUME CONTROL, 4X4 MATRIX	562.50	562.50
1	Extron-42-103-03	SI 3CT LP, WHITE (PAIR)	175.00	175.00
1	Extron-70-217-01	PMK 100	31.25	31.25
2	LG-42LH300C	42" CLASS (42.0" DIAGONAL) 16:9 WIDESCREEN, HDTV	825.08	1,650.16
2	CHIEF-CMA110	CMA-110 FLAT CEILING PLATE	44.18	88.36
2	AVTG-PIPE	CUSTOM MOUNTING PIPE/POLE	37.50	75.00
2	CHIEF-TPK1	POLE CLAMP KIT, 1-2"	27.79	55.58
2	CHIEF-TPMUB	PITCH-ADJ POLE MNT UNIVERSAL	234.41	468.82

CHIEF DEPUTY'S OFFICE

1	LG-TD# 47172L	50" CLASS (50.08" DIAGONAL) 1080P FHD (1920 X 1080)	1,357.34	1,357.34
1	LEVEL	TILT WALL MOUNTING BRACKET FOR NEW & EXISTING FLATPANELS	124.21	124.21
1	AVTG-BACKBLOCKING	FLAT DISPLAY BACK BLOCING	93.75	93.75

EMERGENCY MANAGEMENT COORDINATOR'S OFFICE

1	LG-TD# 47172L	50" CLASS (50.08" DIAGONAL) 1080P FHD (1920 X 1080)	1,357.34	1,357.34
1	LEVEL	TILT WALL MOUNTING BRACKET FOR NEW & EXISTING FLATPANELS	124.21	124.21
1	AVTG-BACKBLK	FLAT PANEL BACKBLOCKING	37.50	37.50

DISPATCH

2	LG-42LH300C	42" CLASS (42.0" DIAGONAL) 16:9 WIDESCREEN, HDTV	825.08	1,650.16
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2	CHIEF-CMA110	CMA-110 FLAT CEILING PLATE	44.18	88.36
2	AVTG-PIPE	CUSTOM MOUNTING PIPE/POLE	37.50	75.00
2	CHIEF-TPK1	POLE CLAMP KIT, 1-2"	27.79	55.58
2	CHIEF-TPMUB	PITCH-ADJ POLE MNT UNIVERSAL	234.41	468.82

PATROL OPERATIONS ROOM & PATROL BRIEFING ROOM

4	LG-42LH300C	42"CLASS (42.0" DIAGONAL) 16:9 WIDESCREEN, HDTV	825.08	3,300.32
4	CHIEF-CMA110	CMA-110 FLAT CEILING PLATE	44.18	176.72
4	AVTG-PIPE	CUSTOM MOUNTING PIPE/POLE	37.50	150.00
4	CHIEF-TPK1	POLE CLAMP KIT, 1-2"	27.79	111.16
4	CHIEF-TPMUB	PITCH-ADJ POLE MNT UNIVERSAL	234.41	937.64

CID CAPTAIN & CID HALLWAY

1	LG-42LH300C	42"CLASS (42.0" DIAGONAL) 16:9 WIDESCREEN, HDTV FOR CAPT.	825.08	825.08
1	LEVEL MOUNT-FT65B-CC	TILT WALL MOUNTING BRACKET FOR NEW & EXISTING FLATPANELS	124.21	124.21
1	AVTG-BACKBLOCKING	FLAT DISPLAY BACK BLOCING	93.75	93.75
1	LG-42LH300C	42"CLASS (42.0" DIAGONAL) 16:9 WIDESCREEN, HDTV-HALL WALL	825.08	825.08
1	CHIEF-CMA110	CMA-110 FLAT CEILING PLATE	44.18	44.18
1	AVTG-PIPE	CUSTOM MOUNTING PIPE/POLE	37.50	37.50
1	CHIEF-TPK1	POLE CLAMP KIT, 1-2"	27.79	27.79
1	CHIEF-TPMUB	PITCH-ADJ POLE MNT UNIVERSAL	234.41	234.41

PIO (EXISTING 42")

1	CLIENT_OFE	FORT BEND CO OWNER FURNISHED EQUIPMENT:		
	PIO 42" DISPLAY			
1	LEVEL MOUNT-FT65B-CC	TILT WALL MOUNTING BRACKET FOR NEW & EXISTING FLATPANELS	124.21	124.21
1	AVTG-BACKBLOCKING	FLAT DISPLAY BACK BLOCING	93.75	93.75

NOTE: DESIGN CALLS FOR LOCAL DVI-D INPUT TO LOCAL DISPLAY (NO AUDIO).

1	CAB_42425	CABLES TO GO DVI-D PASSIVE WALLPLATE (WHITE)	74.99	74.99
1	CAB_42413	CABLES TO GO DVI-D PASSIVE LEAD 1.5	49.99	49.99
1	CABLEST-42402	15FT RAPIDRUN DIGITAL RUNNER CL2 V1.3	71.78	71.78

MAJORS OF DETENTION & ENFORCEMENT

2	LG-42LH300C	42"CLASS (42.0" DIAGONAL) 16:9 WIDESCREEN, HDTV FOR CAPT.	825.08	1,650.16
2	LEVEL MOUNT-FT65B-CC	TILT WALL MOUNTING BRACKET FOR NEW & EXISTING FLATPANELS	124.21	248.42
2	AVTG-BACKBLOCKING	FLAT DISPLAY BACK BLOCING	93.75	187.50

ADMINISTRATION/RECEPTIONIST AREA

1	LG-42LH300C	42"CLASS (42.0" DIAGONAL) 16:9 WIDESCREEN, HDTV	825.08	825.08
1	LEVEL MOUNT-FT65B-CC	TILT WALL MOUNTING BRACKET FOR NEW & EXISTING FLATPANELS	124.21	124.21
1	AVTG-BACKBLOCKING	FLAT DISPLAY BACK BLOCING	93.75	93.75

SWITCHING, SCALING & SIGNAL DISTRIBUTION

1	Extron-60-894-01	MTPX 3232 CAT-E MATRIX SWITCHER 32 INPUT/32 OUTPUT	23,743.75	23,743.75
2	Extron-60-726-01	VIDEO TO COMPUTER UPSCALERS FOR DVD PLAYER & CATV	868.75	1,737.50
9	Extron-70-077-01	MBU 125 UNDERDESK MOUNTING KIT	31.25	281.25
10	Extron-60-869-01	MTP T 15HD A - VGA+AUDIO TO CAT-5 TRANSMITTER	243.75	2,437.50
13	Extron-60-690-01	MTP RL 15HD A	287.50	3,737.50
6	Extron-60-959-02	MTP 1500RL 15HD A SEQ RECEIVERS	1,118.75	6,712.50
2	Extron-60-432-01	PS 150 15V DC MULTIPLE POWER SUPPLY	437.50	875.00

SYSTEM CONTROL & SIGNAL PROCESSING

1	Crestron-PRO2	PROFESSIONAL DUAL BUS CONTROL SYSTEM. 1 Z-BUS	2,250.00	2,250.00
1	Crestron-C2ENET-1	SINGLE PORT 10/100BASET ETHERNET CARD WITH	562.50	562.50
1	AVTG_HTML	AVTG HTML CONTROL		
5	GEFEN-EXTRS232	EXTENDS RS232 UP TO 1000 FT VIA ONE CAT5	92.81	464.05
1	LINKSYS-443979	LINKSYSW ETHERFAST 10/100-5-PORT WORKGROUP SWITCH--TD#443979	27.79	27.79

EQUIPMENT RACK

2	MID ATLANTIC-ERK-4425LR D	44 SPACE (776), 256 DEEP STAND ALONE RACK LESS	524.85	1,049.70
2	MID ATLANTIC-ERK-RR44	44 SPACE (776) ERK REAR RAIL KIT	60.80	121.60
2	Extron-60-190-01	PRO,RACK SHELF, UNIV,1U	81.25	162.50
1	Crestron-ST-RMK	RACK MOUNT KIT FOR ALL CRESTRON 1/2-SPACE	93.75	93.75
2	Juice Goose-JG8.0L	19" PDU 8 OUT W/ LIGHTS	80.00	160.00
2	Extron-60-604-10	RACK SHELVES FOR THE CAT-5 TRANSMITTERS AND SCALERS	37.50	75.00
1	JVC-DR-MV150B	JVC DVD/VCR COMBO RECORDER (BLACK) BUILT-IN ATSC AND NTSC TUNERS	268.75	268.75
2	MID ATLANTIC-RC-3	3 SPACE (5 1/26) CLAMPING RACKSHELF FOR CATV BOX & DVD	55.46	110.92
6	MID ATLANTIC-U317	RACK SHELVES FOR RACKED PC'S	55.46	332.76
2	AVTG-SHOP	SHOP SUPPLIES	125.00	250.00
1	MID ATLANTIC-UPS-1000R	RACKMOUNT UPS, 1000VA / 750W, 2 SPACE (3 1/2").	742.50	742.50
2	MID ATLANTIC-PD-620C-NS	6 OUTLET, SINGLE 20 AMP CIRCUIT POWER STRIP W/9'	117.91	235.82
1	CLIENT_OFE	FORT BEND CO OWNER FURNISHED EQUIPMENT:		
		CATV TUNER - 3RU (5.25")		
		PGM CONTROL: CHANNEL UP / CHANNEL DOWN		

SYSTEM CABLING TO SWITCHER

7	Extron-26-571-03	6' PC AUDIO CABLES	3.75	26.25
6	Extron-26-238-02	VGA M-M MD 15" (4.5 M)	22.50	135.00
14	Extron-26-238-14	VGA M-M MD/3' VGA CABLE FROM OFFICE PC MONITOR TO DA	12.50	175.00
20	Extron-26-571-03	6' AUDIO CABLES: PC-SW, PC-Tx, SW-Tx	3.75	75.00
2	Extron-26-316-02	MHR-2 SVM-M/6" S-VIDEO CABLE FOR CATV & DVD TO UPSCALERS	8.75	17.50
2	Extron-26-571-03	6' MINI STEREO FOR CATV & DVD TO UPSCALERS	3.75	7.50
2	Extron-26-533-12	SYM BNCM/3' VGA TO 5BNC CABLE FROM UPSCALER TO SWITCHER	23.75	47.50

19	Extron-26-490-01	VGA-A M-M MD/3' VGA + AUDIO FROM CAT-5 RVCR TO DISPLAYS	18.75	356.25	
BULK SYSTEM CABLING					
500	CSCORP-110102	2/C - 22/G SHIELDED PLENUM CABLE, 1K PULL BOX	96.25	48.13	M
1000	CSCORP-112001	2/C - 18/G SHIELDED PLENUM PC & DISPLAY AUDIO CABLING	128.75	128.75	M
1400	CSCORP-M57546RB	MOHAWK CAT 5E PLENUM, BLUE, 1K REEL IN A BOX	287.50	4,025.00	M
0					
6000	Extron-22-142-03	SKEW-FREE UTP-P 1000' (300 M)	720.00	4,320.00	M
1	AVTG-MISC	MISC. CABLES, CONNECTORS, HARDWARE	625.00	625.00	
7	AVTG-C5WP	CAT-5 WALLPLATE FOR OFFICES	7.50	52.50	

VIDEO CONFERENCING - COMMAND TO OPS

TANDBERG 880 & 990MXP PROVIDED ON SEPERATE QUOTE

TAND_990MXP FOR STAND ALONE INPUT COMMAND RM PROJECTOR

TAND_770MXP FOR STAND ALONE INPUT PATROL OPS RM PLASMA1

ICC HARDWARE SUBTOTAL: **82,114.57**

1	AVTG-PROFINS	PROFESSIONAL LIABILITY INSURANCE	6,250.00	6,250.00	
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AVTG INSTALLATION SERVICES:

AVTG INSTALLATION SERVICES SUBTOTAL: **63,012.58**

PROPOSAL 93031 INCLUDES AVTG 1-YR ONSITE PEACE OF MIND

WARRANTY

AVTG PROPOSAL IS BASED ON FOLLOWING CONDITIONS, CHANGES TO CONDITIONS MAY RESULT IN STOPPAGE UNTIL PROPOSED CHANGE ORDER(S) ARE APPROVED IN WRITING:

- > ONSITE FIELD ACCESS ON (12) CONSECUTIVE DAYS; MON - FRI, 830AM -430PM. ACTUAL ONSITE TIME MAY VARY
- > ROOM ENVIRONMENT MUST BE "CLEAN" (FREE OF SHEETROCK DUST, PAINT, INSULATION, ETC)
- > ROOM ENVIRONMENT MUST BE "SECURE" (LOCKING DOORS, ONSITE SECURITY); OR AUTHORIZED CONTACT ONSITE TO RECEIVE & SIGN FOR DELIVERY OF EQUIPMENT
- > ALL OFE (OWNER FURNISHED EQUIPMENT) IS ONSITE, ACCESSIBLE & IN WORKING CONDITION AT THE TIME OF AVTG ARRIVAL
- > ALL OFE FURNITURE & MILLWORK IS DELIVERED & SET PRIOR TO AVTG SCHEDULED TRIP
- > ALL REQUIRED AV RELATED IT PRE-REQUISITES HAVE BEEN DOCUMENTED IN WRITING (IP ADDRESSES, SUBNET MASKS, FIREWALL PERMISSIONS, COMPUTER GRAPHICS CARD MODEL NUMBERS & DISPLAY RESOLUTIONS/BANDWIDTH)
- > ALL OFE POWER PRE-REQUISITES IN PLACE
- > CLIENT HAS CLEARED WORK & ACCESS WITH BUILDING MANAGEMENT/OWNER PRIOR TO AVTG SCHEDULED TRIP
- > CLIENT MUST REQUEST IN WRITING INSURANCE CERTIFICATE OF LIABILITY (5) BUSINESS DAYS PRIOR TO AVTG SCHEDULE TRIP
- > CLIENT ONSITE CONTACT IS PRESENT TO SIGN OFF ON ACCEPTANCE OF DELIVERED SYSTEM

CLIENT CANCELLATIONS DAY OF SCHEDULED TRIP MAY RESULT IN ADDITIONAL LABOR, ZONE TRIP CHARGES AND MILEAGE COSTS.

OWNER RESPONSIBILITIES: CEILING TILE OR GRID WORK, AC POWER, FLOOR CORING, FIRE-RATED POKE-THRU'S, WALL PENETRATIONS, CONDUIT W/PULLSTRINGS, MILLWORK (UNLESS SPECIFIED), STRUCTURAL WALL REINFORCEMENT, CARPET PULLING, LIGHTING CONTROLS (UNLESS SPECIFIED), FIRE CAULKING, HVAC OR LIGHTING RELOCATION. ABOVE REQUIREMENTS COORDINATED BY AVTG PROJ MGR. SEE AVTG AV SYSTEM INTEGRATION TERMS & CONDITIONS ON FINAL PAGE.

CLIENT SHALL BE RESPONSIBLE FOR IT NETWORK CAT5 PULLS, IP ADDRESSES, SUBNET MASKS, FIREWALL PERMISSIONS, COMPUTER ACCESS (VIA ONSITE CONTACT WITH LOGIN PERMISSIONS), SOFTWARE INTEGRATION, AND VIDEOCONFERENCING DIRECTORIES.

AVTG TO PULL AND TERMINATE ALL NEW CABLES AS REQUIRED BY AVTG SYSTEM DESIGN: HDMI, DVI, RGBHV/VGA, AUDIO, VIDEO, SPEAKER, CONTROL, CAT5 FOR TWISTED PAIR TX/RX, USB EXTENDERS, RS232 EXTENDERS.

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

Signature: _____ Date: _____

Printed Name: _____

Chris Thomsen, thomsen@avtg.com

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

Shipping & Handling: \$2,600.42

Project Total: \$147,727.57

AVTG AV 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 time, labor or materials due to failure of other work forces to have the AV system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.

DMX, OSS 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.

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 AV 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 any other miscellaneous documented costs. Material and equipment are also subject to restocking fees.

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 AV equipment except as specifically quoted.

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 lease, 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 AV 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 spikes/surge/brown-out, overheating or operational error.

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.