STATE OF TEXAS

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COUNTY OF FORT BEND

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AGREEMENT FOR DISPLAYS FOR ALTERNATE EMERGENCY OPERATIONS CENTER RFP 13-037

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 "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide and install displays at the alternate emergency operations center (hereinafter "Services") pursuant to RFP 13-037; and

WHEREAS, Contractor 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

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

Article II. Personnel

- 2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- 2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Article III. Compensation and Payment

- 3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is ninety-five thousand nine hundred and thirty-four dollars and 13/100 (\$95,934.13). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- 3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- 3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Article IV. Limit of Appropriation

- 4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of ninety-five thousand nine hundred and thirty-four dollars and 13/100 (\$95,934.13), specifically allocated to fully discharge any and all liabilities County may incur.
- 4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed ninety-five thousand nine hundred and thirty-four dollars and 13/100 (\$95,934.13).

Article V. Time of Performance

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 June 30, 2013. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

Article VI. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

- 6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- 6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Article VII. Termination

7.1 Termination for Convenience

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

7.2 Termination for Default

- 7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:
- 7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
- 7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
- 7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.
- 7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
- 7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Article VIII. Ownership and Reuse of Documents

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

Article IX. Inspection of Books and Records

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

Article X. Insurance

- 10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form 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:
- 10.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 10.1.2 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.
- 10.1.3 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.
 - 10.1.4 Professional Liability insurance with limits not less than \$1,000,000.

- 10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article XI. Performance and Payment Bonds

Contractor shall provide to the Office of the County Purchasing Agent a performance bond and a payment bond, each in the amount of one hundred percent of the Maximum Compensation within ten (10) calendar days of execution of this Agreement. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. County reserves the right to accept or reject any surety company proposed by Contractor. In the event County rejects the proposed surety company, Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to County.

Article XII. Indemnity

CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Article XIII. Confidential and Proprietary Information

13.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its

disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

- Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.
- 13.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- 13.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- 13.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

13.6 Any and all references to a Consultation/Design fee for dissemination of documents provided to County in the attached Exhibit A is hereby deleted.

Article XIV. <u>Independent Contractor</u>

- 14.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.
- 14.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Article XV. Notices

- 15.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- 15.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Office of Emergency Management

307 Fort Street

Richmond, Texas 77469

With a copy to: Fort Be

Fort Bend County
Attn: County Judge

301 Jackson Street, Suite 719

Richmond, Texas 77469

Contractor: Audio Visual Technologies Group

12503 Exchange Dr., Suite 540

Stafford, Texas 77477

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

- 15.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
- 15.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Article XVI. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article XVII. Performance Warranty

- 17.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- 17.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Article XVIII. Assignment

- 18.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
 - 18.2 Neither party may delegate any performance under this Agreement.
- 18.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Article XIX. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Article XX. Successors and Assigns

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

Article XXI. Third Party Beneficiaries

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

Article XXII. 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.

Article XXIII. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Article XXIV. 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.

Article XXV. Conflict

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

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 _____, 2013.

FORT BENEY COUNTY

Robert E. Hebert, County Judge 4-9-2013

ATTEST:

Dianne Wilson, County Clerk

* O. V & COUNTY

MILLION CALCULATION

AUDIO/VISUAL TECHNOLOGIES GROUP

Authorized Agent- Signature

Authorized Agent) Printed Name

President

Title

4/2

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$99,934.13 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant, County Auditor

EXHIBIT A



Audio Visual Technologies Grp 12503 Exchange Dr., STE 540 Stafford, TX 77477 281-240-2100 Fx 281-240-2250

* * Proposal * * to:

FORT BEND COUNTY AUDITOR ACCOUNTS PAYABLE 301 JACKSON STREET RICHMOND, TX 77469

Tel: 281-341-3793

* * Proposal * *

2/28/2013

Project Number: 94404

For:

FORT BEND COUNTY OEM ALTERNATE EOC

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Project Site:

FORT BEND COUNTY OEM DOUG BARNES JANE LONG BLDG. / BASEMENT RICHMOND, TX 77469

The Client is building an Alternate EOC in the newly remodeled basement of the Jane Long Building. The Client is going use an EXTRON 32 x 32 RGBHVA matrix switcher that is being repurposed from an upgrade at the EOC. The facility has standard construction walls with drop-in ceiling tiles with and an 8' ceiling.

There will not be a requirement for sound re-enforcement. All inputs to the switcher will be via laptops. The displays to be used as outputs will 42" flatpanels. There are two types of displays, those that controlled by the System for EOC display (15), and those that will be used only for broadcast information (12).

The Client would also have the CRESTRON Executable to control the System installed on the:

- o Ops Chief
- o Controller
- o MACC/CMOC
- o and EOC Command Room Laptops.

As well as connecting the inputs and outputs to the System, the Client would also like AVTG to provide an RF splitter and run all of the necessary cabling to each broadcast end-point.

The System Inputs or Sources will be:

- o Ops Chief
- o Controller
- o Fire
- o LEO
- o GIS
- o Red Cross
- o Communications
- o Utilities
- o Road & Bridge
- o Transportation
- o Center Point
- o Planning
- o Logistics
- o Joint Information Center

The Client was requested that AVTG provide the RF Splitting and cabling from the Broadcast Head-In to the Destinations.

NOTE: AVTG recommends that the CATV provider supply a outgoing signal booster to ensure a strong signal and legible image to each endpoint.

| The System Outputs or Destinations will be: | Broadcast Outputs will be: |
|---|----------------------------|
| 1 EOC Left Display 1 | 1 EOC VID1 |
| 2 EOC Left Display 2 | 2 EOC VID2 |
| 3 EOC Left Display 3 | 3 EOC VID3 |
| 4 EOC Left Display 4 | 4 EOC VID4 |
| 5 EOC Right Display 1 | 5 MACC VID1 |
| 6 EOC Right Display 2 | 6 MACC VID2 |
| 7 EOC Right Display 3 | 7 MACC VID3 |
| 8 EOC Right Display 4 | 8 MACC VID4 |
| 9 Commend Room Display | 9 JIC VID1 |
| 10 EOC Breakout Room Display | 10 JIC VID2 |
| 11 JIC Display | 11 JIC VID3 |
| 12 MACC/ CMOC Display | 12 JIB VID4 |
| 13 MACC / CMOC Breakout Room Display | |
| 14 Phone Bank Display 1 | |
| 15 Phone Bank Display 2 | |

NOTE: The Broadcast provider is to provide a booster amplifier to ensure that once the signal is split and distributed, it will carry the necessary signal strength to each end-point display.

ALTERNATE EOC PROJECT

EOC DISPLAY

| SI | NITCHER AND RACK | | | |
|--------|-------------------------------------|---|----------|-------------|
| 1 | CUST-OFE | INSTALL THE CLIENT'S EXTRON RGHVA MATRIX SWITCHER (10rRU) | | |
| 1 | Middle Atlantic Prod-ERK-4025LRD | 40SP 25D RACK W/OUT RD | 507.39 | 507.39 |
| 1 | Middle Atlantic Prod-PD-915R | 9 OUT, 15A, RACKMOUNT POWER | 87.08 | 87.08 |
| s | YSTEM CONTROL | | | |
| 1 | Crestron-PRO2 | PROFESSIONAL DUAL BUS CONTROL SYSTEM. 1 Z-BUS | 2,250.00 | 2,250.00 |
| 1 | Crestron-C2ENET-2 | DUAL PORT 10/100BASET ETHERNET CARD WITH | 812.50 | 812.50 |
| 3 | Extron-60-544-83 | IPL T S4 RS-232 CONTROL REMOTE BOX | 568.75 | 1,706.25 |
| 1 | LINKSYS-929052 | LINKSYS ETHERFAST 10/100 8-PORT WORKGROUP SWITCH-TD#929052 | 33.95 | 33.95 |
| 1 | AVTG-EXEC | CREATE & LOAD PC EXECUTABLE OF FOUR LAPTOPS CONTROLLER, MACC/CMOC | 625.00 | 625.00 |
| E | OC CIVID KIVI, OF 3 CHILLY, | CONTROLLER, MACCIONICO | | |
| C | OMMAND CONNECTION W | | | |
| 1 | Extron-42-155-24A | AVTRAC 482C SYSTEM 8' | 743.75 | 743.75 |
| 4 | Extron-70-101-01 | AAP (1)15HD F-F GRAY (SINGLE) | 22.50 | 90.00 |
| 1 | Extron-70-100-11 | AAP (2)RJ45 F-F BLACK | 43.75 | 43.75 |
| 1 | Extron-70-090-11 | AAP BLANK PLATE BLACK | 12.50 | 12.50 |
| 1 | Extron-70-782-01 | AV TRAC WALL TRIM PLATE | 31.25 | 31.25 |
| 01 | UTPUT DESTINATIONS | | | |
| 16 | NEC-E423 | 42" LED LCD PUBLIC DISPLAY MONITOR W/BUILT TUNER | 722.50 | 11,560.00 |
| 6 | CHIEF-LTMU | LARGE, HEIGHT ADJUSTABLE, TILT MOUNT | 209.25 | 1,255.50 |
| 10 | CHIEF-TPMUB | PITCH-ADJ POLE MNT UNIVERSAL | 246.75 | 2,467.50 |
| 2/28/2 | 2013 Audio Vis | ual Technologies Grp Project: 94404 Customer Initials: | | Page 2 of 4 |

| 10 | CHIEF-TPK1 | POLE CLAMP KIT, 1-2" | 30.75 | 207.50 | |
|------|--|---|----------|-----------|---|
| 10 | CHIEF-CMA110 | CMA-110 FLAT CEILING PLATE | | 307.50 | |
| 10 | AVTG-PIPE | CUSTOM MOUNTING PIPE/POLE | 46.50 | 465.00 | |
| | , | OOSTOM MOONTING FIFE/FOLE | 31.25 | 312.50 | |
| W | ALLPLATES | | | | |
| 16 | LIBERTY-CQ50328-11 | CUSTOM 1-GANG PLATE W/GROMMET FOR WALL-MOUNTED DISPLAYS | 15.19 | 243.04 | |
| 4 | Liberty Wire & Cable-PC-G1580-E-P-B | DUAL VGA WALLPLATES | 26.75 | 107.00 | |
| 4 | LIBERTY-CQ50328-10 | 1-GANG PLATE, VGA W/AUDIO | 55.75 | 223.00 | |
| 2 | LIBERTY-CQ50328-14 | 2-GANG GROMMET PLATE | 51.75 | 103.50 | |
| EC | OC DISPLAY CABLING | | | | |
| 14 | Extron-26-238-27 | VGA M-M BK 15' (4.5 M) LAPTOP INTERFACE CABLE | 31.25 | 437.50 | |
| 2 | Extron-26-238-01 | VGA M-M MD 6' (1.8 M) | 13.75 | 27.50 | |
| 15 | Extron-26-531-01 | SYM BNCF 0.5' (15 CM) | 23.75 | 356.25 | |
| 31 | Extron-26-531-01 | 6" HD15 (VGA) TO 5BNC CROSS OVER CABLES | 23.75 | 736.25 | |
| 4 | Extron-100-335-01 | BNC M MHR CRIMP 100-PACK | 156.25 | 625.00 | |
| 3000 | Liberty-RGB5C-PLN | RGBHV PLENUM CABLE | 1,550.00 | 4,650.00 | М |
| | | | | | |
| BF | ROADCAST DISPLAY | | | | |
| DE | STINATION DISPLAYS | | | | |
| 12 | NEC-E423 | 42" LED LCD PUBLIC DISPLAY MONITOR W/BUILT TUNER | 722.50 | 8,670.00 | |
| 12 | CHIEF-LTMU | LARGE, HEIGHT ADJUSTABLE, TILT MOUNT | 209.25 | 2,511.00 | |
| BR | OADCAST DISPLAY CABL | NG AND CONNECTIVITY | | | |
| 1 | BLON-SDS-12 | 1 X 12 RF SPLITTER | 14.38 | 14.38 | |
| 12 | Liberty Wire & Cable-PC-G1800-E-P-B | SINGLE GANG WALLPLATE W/CATV F | 11.18 | 134.16 | |
| 1200 | CSCORP-862733 | RG-6 PLENUM, BRAIDED SHIELD, WHITE, 1K SPOOL | 487.50 | 585.00 | М |
| NO | TE: RF BOOSTER TO BE S | UPPLIED BY THE CATV PROVIDER | | | |
| 1 | AVTG-MISC | MISC. RF CONNECTORS | 187.50 | 187.50 | |
| 1 | AVTG-PERFORMANCE BOND | PERFORMANCE BOND | 3,750.00 | 3,750.00 | |
| AL | TERNATE EOC PROJE | CT SUBTOTAL: | | 46,672.50 | |

AVTG INSTALLATION SERVICES: INCLUDES A ONE YEAR SERVICE POLICY

| AVTG INSTALLATION SERVICES SUBTOTA | ٩L | ٩ | f | ı | 1 | | I | | | ĺ |) |) | Ĺ | Į | 1 | Γ | I | 1 | | į | 3 | | Ė | ı | ı | J | J | | L | ļ | ı | į | ì | ä | į | ; | | | i | j | ŝ | į | ì | ٠ | : | Ē | Į | Ì | ï | Ü | ĺ | (| ŀ | 1 | 7 | Í | ١ | ١ | ľ | ₹ | | ľ | i | į | | | = | | | | | Ė | Ľ | ĺ | | ì | į | į | Ì | ١ | ١ | ٠ | ; | , | | | ı | į | ۱ | ١ | ľ | į | |) | Į | Ì | | | | Į | ł | | | | | | | Ì | i | | ı | | ١ | ١ | ١ | ١ | ١ | | ì | ì | Ľ | ľ | , | ľ | , | ľ | ľ | ľ | ľ | ľ | ľ | ľ | ľ | ľ | ľ | , | , | , | , | , | • | | ı | | | • |
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| AVIG INSTALLATION SE | KAICES SUBTOTAL: | | 38,883.06 |
|-----------------------------------|---|----------------------|-------------|
| | This ** Proposal ** is Valid for 30 Days. | | |
| Signature: | Date: | | |
| Printed Name: | | Shipping & Handling: | \$1,150.00 |
| Chris Thomasen. thomasen@avtg.com | n | | |
| | ignators of this agreement warrant that they have the | Project Total: | \$86,705.56 |

2/28/2013

Audio Visual Technologies Grp

attached Terms & Conditions statement.

Project: 94404

Customer Initials:

Page 3 of 4

AVTG A/V System Integration Terms & Conditions

System Implementation

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

System Engineering includes:

Preparation of system functional interconnection diagram.

Facility and equipment location.

Project Coordination includes:

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

System implementation monitoring.

Project scheduling and oversight of AVTG team.

Equipment staging at our shop.

Assure final punch-list items are completed.

Field Labor includes:

Pulling and bundling, termination and labeling of supplied cabling.

Mounting and termination of computer interfaces.

Installation of structural systems for supplied equipment.

Control System Programming.

Adjustment and balancing audio settings.

Assure installed system functions as proposed.

Site cleanup and trash removal.

End-user training.

Inclusions

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

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

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

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

User training on system operation.

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

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

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

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

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

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

Payment Terms:

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

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

Due to the custom nature of AVV 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 spackal 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.

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,

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

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

Concrete saw cutting and/or core drilling.

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

Necessary sheet rock replacement and/or repair.

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

Painting, patching or finishing of architectural surfaces.

Permits.

HVAC and plumbing relocation.

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

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

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

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

Site specific training unless otherwise specified.

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

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

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

Standard Warrenty

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

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

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

AVTG cannot be held liable for product continuations.

Statement of Non-Disclosure

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2/28/2013

Audio Visual Technologies Grp

Project: 94404

Customer Initials:

Page 4 of 4

(3)

CRE -PRO2

RS232 MACC / CMOC BREAKOUT ROOM DISPLAY WM EOC BREAKOUT ROOM DISPLAY WIN RS232 COMMAND ROOM DISPLAY WM RS232 RS232 RS232 MACC / CMOC DISPLAY WM RS232 RS232 RS232 RS232 RS232 RS232 RS232 RS232 RS232 PHONE BANK DISPLAY 1 PM PHONE BANK DISPLAY 2 PM JIC DISPLAY PM RS232 LEFT DISPLAY 1 WM 3 RIGHT DISPLAY 1 WM RIGHT DISPLAY 2 WM RIGHT DISPLAY 4 WM LEFT DISPLAY 2 WM LEFT DISPLAY 4 WM RIGHT DISPLAY 3 WM LEFT DISPLAY 3 OFE EXT - 60-469-01 32 X 32 RGBHVA 2 F 2 2 # 43 9 = = 5 9 # 4 C2COM-3(3), C2ENET-2(1), ST-COM2(1) OPS CHIEF LAPTOP 1 CONTROLLER LAPTOP 2 FIRE LAPTOP 3 TRANSPORATION LAPTOP 10 CENTER POINT LAPTOP 11 EMS LAPTOP 12 HHS LAPTOP 13 LEO LAPTOP 4 GIS LAPTOP 5 RED CROSS LAPTOP 6 COMMUNICATIONS LAPTOP 7 PLANNING LAPTOP 14 LOGISTICS 16 JIC LAPTOP 16 UTILITIES LAPTOP 8 ROAD & BRIDGE LAPTOP 9

Audio Visual

Technologies Group, Inc. 12503 Exchange Dr., Suite 504 Sudford, Texas 7747 251-240-2109 Fax: 281-240-2250 800-522-3687 uw.AVIG.com

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CHRIS THOMASEN

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Created 10/26/2012 Modified 10/26/2012 Printed 10/26/2012

FORT BEND COUNTY ALTERNATE EOC

PROJECT:

RS232 BELAY

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CRESTRON EXECUTABLE
OPS CHIEF
CONTROLLER
MACC / CMOC
EOC CMD ROOM

2 2 2

RS232

AV 1.0

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Technologies Group, Inc. 12503 Exchange Dr., Suite 504 Sufflood, Texas 71477 281-240-2160 Fax: 281-240-2250 800-222-3637 www.AVTG.com

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CHRIS THOMASEN

Dates: Created 19/26/2012
Modified 19/26/2012
Printed 19/26/2012

FORT BEND COUNTY ALTERNATE EOC

PROJECT:

AV 2.0



Audio Visual Technologies Grp 12503 Exchange Dr., STE 540 Stafford, TX 77477 281-240-2100 Fx 281-240-2250

* * Proposal * * to:

FORT BEND COUNTY AUDITOR **COUNTY AUDITOR** PURCHASING DEPARTMENT 301 JACKSON / TRAVIS ANNEX / S RICHMOND, TX 77469 Tel: (281) 342-6185

* * Proposal * *

3/22/2013

Project Number: 94404CO-1

For:

FORT BEND COUNTY ALTERNATE EOC RFP: 13-037 CHANGE ORDER 1

The information in this document is the intellectual property of AVTG and was created to identify the design and associated costs for this project only. Use of this information in any format without the written permission of AVTG is prohibited.

Project Site:

FORT BEND COUNTY ALTERNATE EOC **DOUGLAS BARNES** 301 JACKSON STREET RICHMOND, TX 77469

RFP: 13-037 CHANGE ORDER 1 - ADD VTC TO AEOC

PIC -LIFE-J0051968A LIFESIZE EXPRESS 220 WITH 10X CAM & PHONE 7,874.13 7,874.13

LIFESIZE-LIFE-J0050199

Α

LIFESIZE EXPRESS 220 - LIFESIZE ASSURANCE

637.50

637.50

MAINT

RFP: 13-037 CHANGE ORDER 1 - ADD VTC TO AEOC SUBTOTAL:

attached Terms & Conditions statement.

8,511.63

AVTG INSTALLATION SERVICES:

AVTG INSTALLATION SERVICES SUBTOTAL:

641.78

| | This ** Proposal ** is Valid for 30 Days. | | |
|-------------------|--|----------------------|------------|
| Signature: | Date: | | |
| Printed Name: | | Shipping & Handling: | \$75.16 |
| Chris Thomasen, t | homasen@avtg.com | | |
| | nis proposal, the signators of this agreement warrant that they have the | e Project Total: | \$9,228.57 |

3/22/2013 Audio Visual Technologies Grp Project: 94404CO-1 **Customer Initials:** Page 1 of 2

AVTG A/V System Integration Terms & Conditions

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3/22/2013 Audio Visual Technologies Grp Project: 94404CO-1 Customer Initials: Page 2 of 2

ACORD

CERTIFICATE OF LIABILITY INSURANCE

AUDIO-3 OP ID: H7

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|---|------|---------|-----|---|
| | | | | _ |
| 1 | DATE | /MM/DD/ | ~~~ | |

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | ate incider in lieu of such endorsement | s). | | | • |
|------------------------|---|---------------------|---|--------------------------|--------|
| PRODUCER Frost Insi | urance - Houston | Phone: 713-388-1250 | LIDAME. COULDING TOO | | |
| 3707 Rich | mond Avenue | Fax: 713-388-1238 | PHONE (A/C, No, Ext): 713-388-1245 | FAX (A/C, No): 713-38 | 8-1238 |
| Houston, Keniny Wa | 1X / 7046 aldt | | E-MAIL ADDRESS: grose@frostinsurance.com | | - |
| : | |)e | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | · | ж | NSURER A : Natl Fire ins of Htfrd 20478 | 2 | 20478 |
| INSURED | Audio Visual Tech. Group Inc. P. O. Box 2307 | • | INSURER B: Valley Forge Ins Co 20508 | 2 | 20508 |
| | Stafford, TX 77497 | | INSURER C : Continental Casualty-20443 | 2 | 20443 |
| | ., | | INSURER D: American Casualty Co 20427 | | |
| | | | NSURER E : | | |
| CO) ED4 | | | INSURER F : | | |

COVERAGES

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| LT | TYPE OF INSURANCE | ADDL | SUBF | POLICY NUMBER | POLICY EFF | POLICY EXP | LIMI | | |
|----|--|--------------------|------|---------------|--------------|--------------|--|----|-------------|
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| | X COMMERCIAL GENERAL LIABILITY | X | X | 4018347236 | 07/01/12 | 07/01/13 | PREMISES (Ea occurrence) | \$ | 300,00 |
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| | | j | | | | | PERSONAL & ADVINUERY | 8 | 1,000,00 |
| | | - | | | | | GENERAL AGGREGATE | ŧ | 2,000,00 |
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| В | X PRO MITO SCHEDIOLED | | | 4018347026 | 07/01/12 | 07/01/13 | BODILY INJURY (Per person) | \$ | |
| | 40T05A0T05 | | | | | | BODILY NUURY (Per accident) | \$ | |
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| | | | | | | | | \$ | |
| _ | X / UMBRELLA LIAB X (167/21/16) | j | | | | | EACH OCCURRENCE | \$ | 5,000,000 |
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| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | - 1 | | | | X WESTATU- OTH- | | |
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| _ | DESCRIPTION OF OPERATIONS below | | | | 1 . 1 | ſ | E.L. DISEASE - POLICY LIMIT | \$ | 1,000,000 |
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Per Blanket Additional Insured and Waiver of Subrogation endorsements the policy provides additional insured status with waiver only when there's a written contrac subject to polciy conditions, exclusions and endorsements.

| CERTIFICATE HOLDER | | CANCELLATION |
|---|---------|--|
| Fort Bend County Attention: Gilbert D. Jalomo | EVIDENC | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| 4520 Reading Road, Suite A Rosenberg, TX 77471 | | Kuus n Walik |

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