

**ADDENDUM TO AUDIO VISUAL TECHNOLOGIES GROUP, INC.'S AGREEMENT  
Pursuant to BuyBoard Contract No. 644-21**

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

WHEREAS, subject to the changes herein, the parties have executed and accepted AVTG's Proposal (Project Number: 102573) and A/V System Integration Terms & Conditions, (collectively the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of specified products and installation services (collectively the "Services"); and

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

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

WHEREAS, County has determined that this Agreement is not subject to competitive bidding requirements under § 262.023 of the Texas Local Government Code because the Agreement does not require an expenditure exceeding \$50,000 by the County; and

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

WHEREAS, the parties wish to utilize BuyBoard Contract No. 644-21, incorporated fully by reference, for the purchase of the Services; and

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

**AGREEMENT**

1. **Scope of Services.** Subject to this Addendum, AVTG will render Services to County as described in Exhibit A and in accordance with the requirements of BuyBoard Contract No. 644-21. The Services shall be scheduled at a time that is mutually agreeable between the parties but without reasonable delay. All performance of the Scope of Services by AVTG including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
2. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be

null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE. Mutually approved travel and mileage expenses incurred in the performance of required Services will be compensated only in accordance with the County's Travel Policy, a copy of which will be provided upon request.

3. **Limit of Appropriation.** AVTG 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 Fifty-Three Thousand, Four Hundred Eleven and 21/100 dollars (\$53,411.12), specifically allocated to fully discharge any and all liabilities County may incur. AVTG does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that AVTG may become entitled to and the total maximum sum that County may become liable to pay to AVTG shall not under any conditions, circumstances, or interpretations thereof exceed Fifty-Three Thousand, Four Hundred Eleven and 21/100 dollars (\$53,411.21). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
4. **Public Information Act.** AVTG 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 AVTG shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
5. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless AVTG for any reason are hereby deleted. AVTG shall indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of 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.
6. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the

Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees or any damages incurred by AVTG in any way associated with the Agreement.

7. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
  - a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, AVTG verifies that if AVTG employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, AVTG does not boycott Israel and will not boycott Israel during the term of this Agreement.
  - b. Texas Government Code § 2252.152 Acknowledgment: By signature below, AVTG represents pursuant to § 2252.152 of the Texas Government Code, that AVTG is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2252.153.
8. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute. No other provisions to this Agreement apply except for the terms which appear and/or are incorporated in this Addendum and Exhibit A.
9. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, AVTG ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
10. **Use of Customer Name.** AVTG may use County's name without County's prior written consent only in any of AVTG's customer lists, any other use must be approved in advance by County.
11. **Conflict.** In the event there is a conflict between this Addendum and Exhibit A, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of BuyBoard Contract No. 644-21, then the terms and conditions of BuyBoard Contract No. 644-21 controls to the extent of the conflict.
12. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

13. **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.
14. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
15. **Personnel.** AVTG represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that AVTG shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

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

When performing Services on-site at the County, AVTG shall comply with, and ensure that all AVTG Personnel comply with, all rules, regulations and policies of County that are communicated to AVTG, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

16. **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 by County, AVTG shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
17. **Confidential Information.** 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 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 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 rightfully in AVTG'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 AVTG who can be shown to have had no access to the Confidential Information.

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 promptly turn over to County all documents, papers, and other matter in AVTG's possession which embody Confidential Information.

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.

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

18. **Independent Contractor.** 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. 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.
19. **Third Party Beneficiaries.** This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

20. **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.
21. **Grant Funding.** AVTG understands that and acknowledges that this Agreement may be totally or partially funded with federal funds. AVTG represents and warrants that it is and will remain in compliance with all applicable federal provisions, including those attached as Exhibit "B" attached hereto and incorporated herein for all purposes.
22. **Insurance.** Prior to commencement of the Services under this Agreement, 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:
- (a). Workers' Compensation insurance. 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.
  - (b). 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.
  - (c). 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.
  - (d). Professional Liability insurance with limits not less than \$1,000,000.

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 AVTG shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

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 two years beginning from the time that work under the Agreement is completed.

AVTG's or AVTG's subcontractor's insurance will be primary to any insurance carried or self-insurance program established by the County. AVTG's or AVTG's subcontractor's insurance will be kept in force until all service have been fully performed and accepted by County in

writing. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, or faxed to the following County contact:

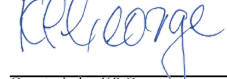
Name: Wyatt Scott, Director of Risk Management  
Address: 301 Jackson St., Suite 224, Richmond, TX 77469  
Facsimile Number: 281-341-3751

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

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

**FORT BEND COUNTY**



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

11-9-2021

\_\_\_\_\_  
Date

ATTEST:



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



**AUDIO VISUAL TECHNOLOGIES GROUP, INC.**

Digitally signed by Matthew G Smith

**Matthew G Smith**

DN: cn=Matthew G Smith, o, ou,  
email=msmith@avtg.com, c=US  
Date: 2021.10.27 12:54:39 -05'00'

\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Authorized Agent- Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

REVIEWED:



\_\_\_\_\_  
Information Technology Department

#### AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 53,411.21 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



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

Exhibit A: AVTG's Proposal (Project Number: 102573) and A/V System Integration Terms & Conditions; and

Exhibit B: Federal Clauses



# Exhibit A



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

**Project Number: 102573**

For :
FBC - JUSTICE CENTER JUSTICE CENTER A/V REVAMP
This ** Proposal ** is Valid for 30 Days.

** Proposal ** to:
NORTH LIBRARY IN PRECINCT3 PURCHASING PURCHASING 6350 TEXAS HERITAGE PARKWAY FULSHEAR, TX 77441 Tel: (281) 341-4584

Project Site:
FBC - JUSTICE CENTER DERRON PARKES 1422 EUGENE HEIMANN CIRCLE RICHMOND, TX 77469  Tel: 832-471-4317 Fax: 732-648-4679

Qty	Mfr-Part No.	Description	Unit Price	Extended
<b>FORT BEND COUNTY JUSTICE CENTER - REVAMP</b>				
<b>BUYBOARD CONTRACT 644-21</b>				
<b>VIDEO CAMERAS</b>				
4	PTZO-PT12X-SDI-WH-G	PTZ OPTIC 12X OPTICAL ZOOM SDI; HDMI	1,543.00	6,172.00
4	PTZ-PT-CM-1-WH	PTZ OPTICS UNIVERSAL CEILING MOUNT, WHITE	58.00	232.00
4	AVTG-MISC	MISC. CABLES, CAMERA MOUNTING HARDWARE	26.00	104.00
<b>FLATPANEL DISPLAYS</b>				
5	PLAN-997-6848-00	PLANAR PCT2785 HELIUM 27" CAPACITIVE TOUCH PANEL	550.00	2,750.00
<b>SWITCHING, CONTROL, and SCALING</b>				
1	CRESTRON-CP4N	CRESTRON 4-SERIES CONTROL SYSTEM	1,579.00	1,579.00
1	CRE-TS-1070-B-S	CRESTRON 10.1" TABLETOP TOUCH SCREEN, BLACK	1,692.00	1,692.00
1	CRE-TS-770-B-S	CRESTRON TABELTOP TOUCH SCREEN, BLACK	1,128.00	1,128.00
1	CRESTRO-HD-MD6X2-4K-E	6X2 4K HDMI« SWITCHER	628.00	628.00
1	CRE-DM-NVX-D30	CRESTRON 4K60 4:4:4 HDR NETWORK AV DECODER	733.00	733.00
6	CRE-DM-NVX-360	DM NVX 4K60 HDR NETWORK AV ENCODER/DECODER	1,015.00	6,090.00
1	CRE-DM-DGE-100	CRESTRON DIGITAL GRAPHICS ENGINE 100	1,128.00	1,128.00
1	CRE-HD-DA2-4KZ-E	1:2 HDMI« DISTRIBUTION AMPLIFIER W/4K60 4:4:4 & HDR SUPPORT	226.00	226.00
1	ICR-ICRON USB 3104 RAVEN 3-2-	ICRON USB 3104 RAVEN 3-2-1_ USB 3.0 EXTENDER	1,281.00	1,281.00

Qty	Mfr-Part No.	Description	Unit Price	Extended
1	INOG-4KXUSB3	INOGENI 4K ULTRA HDMI - USB 3.0 VIDEO CAPTURE CARD	724.00	724.00
1	CRE-HD-TXC-101-C-E	CRESTRON DM LITE TX-HMDI,IR.RS-232 OVER CATX	226.00	226.00
1	CRE-HD-RXC-101-C-E	CRESTRON DM LITE RX-HDMI,IR,RS-232 OVER CATX	226.00	226.00
1	TVON-C3-503	TVONE CORIOMASTER MICRO MULTI WINDOW PROCESSOR	2,178.00	2,178.00
1	TVON-CM-HDSDI-4IN	TVONE 4X HD-SDI CORIOMASTER INPUT MOD. VIA BNC	2,534.00	2,534.00
1	TVON-CM-HDMI-4K-2IN	TVONE CORIOMODULE HDMI 4K 2-INPUT	1,385.00	1,385.00
1	TVON-CM-HDMI-4K-SC-1OUT	TVONE CORIOMASTER HDMI 4K 1 OUTPUT	2,971.00	2,971.00
1	TVON-RM-660	TVONE DUAL RACKMOUNT KIT FOR 1U, HALF RACK WIDE	120.00	120.00
<b>CONNECTIVITY</b>				
1	INOG-TOGGLE	INOGENI USB 3.0 SWITCHER	545.00	545.00
1	BAR-R9861513US	BARCO WIRELESS COLLABORATION AND VC SOLUTION - CX30	2,372.00	2,372.00
1	CISC-SG350-10P	CISCO 10 PORT MANAGED SWITCH W/62W POE	429.00	429.00
<b>AUDIO</b>				
1	BIAMP-TESTIRAFORTE DAN VT	TESIRAFORT+ DSP FIXED I/O 12 INPUTS, 8 OUTPUTS WITH DANTE	2,691.00	2,691.00
1	RDL-TX-A2D	RDL BALANCED UNBAL DUAL AUDIO CONVERTER	129.00	129.00
1	SHU-P3TR112TW	SHURE PSM300 TWIN PACK MONITORING SYSTEM	896.00	896.00
1	MACK-HM-4	MACKIE 4 WAY HEADPHONES AMPLIFIER	51.00	51.00
4	LIBE-AVTI-WQ623353	LIBERTY XLR CUSTOM AUDIO FLOOR PLATE	36.00	144.00
1	LIBE-AVTI-WQ623351	LIBERTY CUSTOM XLR AUDIO FLOOR PLATE	43.00	43.00
1	LIBE-AVTI-WQ623349	LIBERTY CUSTOM MULTI PORT FLOOR PLATE	63.00	63.00
1	LIBE-AVTI-WQ6233848	LIBERTY PODIUM FLOOR BOX CUSTOM FLOOR PLATE	57.00	57.00
<b>EQUIPMENT RACK</b>				
1	OFE-RACK	OWNER FURNISHED A/V RACK		
1	OFE-PODIUM	OWNER FURNISHED PODIUM		
<b>SYSTEM CABLING</b>				
16	CRE-CBL-HD-6	CRESTRON« CERTIFIED HDMI« INTERFACE CABLE, 6 FT	28.00	448.00

Qty	Mfr-Part No.	Description	Unit Price	Extended
9	CABLEST-28102	C2G 2M USB A-TO-B CABLE	3.00	27.00
1	LIBERTY-E-USBAA-15	15' ECONOMY MOLDED USB 2.0 A MALE TO A MALE	7.00	7.00
7	C2G-03975	CABLES TO GO 6' CAT6 SNAGLESS UTP NETWORK	3.00	21.00
2000	LIBERTY-24-4P-P-L6-E N-BLK	BLACK CATEGORY 6 U/UTP EN SERIES 23 AWG 4 PAIR  unshielded cable	368.00 M	736.00
100	LIBERTY-22-1P-CMP-E Z-BLK	BLACK HIGH-PERFORMANCE EZ-STRIP BROADCAST AUDIO  22 AWG 1 pair shielded plenum cable	223.00 M	22.30
1	LIBE-18-CMP-VID-COA X-B	BLK SERIAL DIG. RG6 2-SHIELD 4.5GHZ- 500'	418.00	418.00
1	AVTG-MISC	MISC. CABLES, CONNECTORS, HARDWARE	100.00	100.00
<b>PROJECT SUBTOTAL:</b>				<b>43,306.30</b>
<b>AVTG INSTALLATION SERVICES</b>				
<b>AVTG INSTALLATION SERVICES SUBTOTAL</b>				<b>9,350.30</b>

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

Legend: M=1000Ft

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Luis Gomez, SALES

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:	\$754.61
SubTotal:	\$53,411.21
Tax:	
Project Total:	<u>\$53,411.21</u>

## AVTG A/V System Integration Terms & Conditions

### System Implementation

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

#### System Engineering includes:

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

#### Project Coordination includes:

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

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

#### Field Labor includes:

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

### Inclusions

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

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

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

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

User training on system operation.

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

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

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

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

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

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

### Payment Terms:

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

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

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

### Exclusions

The following are not included in our scope of work:

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

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

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

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

Concrete saw cutting and/or core drilling.

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

Necessary sheet rock replacement and/or repair.

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

Painting, patching or finishing of architectural surfaces.

Permits.

HVAC and plumbing relocation.

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

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

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

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

Site specific training unless otherwise specified.

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

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

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

### Standard Warranty

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

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

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

AVTG cannot be held liable for product continuations.

### Statement of Non-Disclosure

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

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

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

# Exhibit B

CONTRACT PROVISIONS FOR CONTRACTS UTILIZING FEDERAL AWARDS AS REQUIRED UNDER 2 C.F.R. APPENDIX II TO PART 200.

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

1. Remedies and Breach.

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

2. Termination.

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

3. Equal Employment Opportunity.

The following clause applies only for contracts involving "federally assisted construction work."

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance modified only if necessary to identify the affected parties.

4. Davis-Bacon Act.

The following clause applies only for prime construction contracts of \$2,000 or more.

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

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

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

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

6. Rights to Inventions under a Contract or Agreement.

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



performed is subject to copyright.

Contractor acknowledges that the federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes. Contractor will comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements”.

7. Clean Air.

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

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

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

8. Clean Water.

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

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities”. It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

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

9. Government-wide Debarment and Suspension.

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

The Contractor shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. A contract award in any tier must not be made to parties

listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

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

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

10. Byrd Anti-Lobbying Amendment.

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

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Contractor certifies that it and all its subcontractors at every tier will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, award, including any extension, continuation, renewal, amendment, or modification covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

11. Procurement of Recovered Materials.

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

12. Prohibited Telecommunications and Video Surveillance Services and Equipment.

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

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

- (i.) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (ii.) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (iii.) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

### 13. Domestic Preferences for Procurements.

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

# CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**Certificate Number:**  
2021-818168

**Date Filed:**  
10/28/2021

**Date Acknowledged:**  
11/09/2021

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Audio Visual Technologies Group, Inc.  
Stafford, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
FORT BEND COUNTY

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
13322  
A/V System Integration Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)