

**FIRST AMENDMENT TO THE CONTRACT FOR  
Audio/Visual (Video) System Upgrades to the Webb County Commissioners Courtroom  
with Business Information Systems, Inc. d/b/a BIS Digital, Inc.**

This First Amendment to the Audio/Visual (Video) System Upgrades to the Webb County Commissioners Courtroom is entered into this 8th day of January, 2024, by and between Webb County (the “County”) and Business Information Systems, Inc. d/b/a BIS Digital, Inc, a Foreign For-Profit Corporation (“Service Provider”), a for profit Texas Company.

RECITALS

**WHEREAS**, on July 10, 2023, County and Service Provider entered into an Audio/Visual (Video) System Upgrades (“Contract”) to the Webb County Courthouse Commissioners Courtroom, and where a copy of said contract is attached as **Exhibit “A”** and incorporated herein verbatim; and

**WHEREAS**, the purpose of the Contract was to do upgrades to the audio/visual system of the Webb County Commissioners Courtroom; and

**WHEREAS**, the County, pursuant to Paragraph Four (4) of the Contract, agreed to pay Service Provider the sum certain of ONE HUNDRED EIGHTY THOUSAND EIGHT HUNDRED NINETY-FOUR and 69/100 DOLLARS (\$180,894.69) for all Work to be performed by Service Provider under the Contract; and

**WHEREAS**, pursuant to Paragraph nineteen (19) of the Contract, County and Contractor agreed that the contract may be amended by written agreement between County and Service Provider.

**NOW, THEREFORE**, the parties agree to amend the Contract as follows:

Section 1. That the facts and recitations contained in the Recitals of this Contract Amendment are hereby found and declared to be true and correct and are incorporated into this contract amendment.

Section 2. Pursuant to Paragraph 19 of the Contract, County and Service Provider agree to amend the contract in order to install an upgraded “K-8 switcher” that will allow the audio/video equipment to be able to work with 4k resolution technology with an increase to the contract price by Two Thousand Nine-Hundred Dollars that being from ONE HUNDRED EIGHTY THOUSAND EIGHT HUNDRED NINETY-FOUR and 69/100 DOLLARS (\$180,894.69) to ONE HUNDRED EIGHTY-THREE THOUSAND SEVEN HUNDRED NINETY-SIX-NINE CENTS (\$183,796.69)

Section 4. All of the terms and conditions of the Contract not modified by this First Amendment shall remain in full force and effect.

Executed to be effective as of the later date set below:

**WEBB COUNTY**

\_\_\_\_\_  
Tano E. Tijerina, County Judge

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

**BUSINESS INFORMATION SYSTEMS, INC. d/b/a BIS Digital Inc.**

\_\_\_\_\_  
Steve Coldren  
Title: Principal/Owner/CEO

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

ATTEST:

\_\_\_\_\_  
Hon. Margie Ramirez Ibarra  
Webb County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Fortunato G. Paredes  
Assistant General Counsel  
Webb County Civil Legal Division

\*The General Counsel, Civil Legal Division's Office, may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval of their own respective attorney(s).

**EXHIBIT "A"**

MARGIE R IBARRA  
COUNTY CLERK  
FILED

STATE OF TEXAS       §  
COUNTY OF WEBB     §

2023 JUL 12 AM 10:54  
WEBB COUNTY, TEXAS

**AUDIO VISUAL (VIDEO) SYSTEM UPGRADE  
SERVICE CONTRACT  
WEBB COUNTY COMMISSIONERS COURTROOM  
WEBB COUNTY COURTHOUSE**

BY all DEPUTY

THIS CONTRACT is made and entered into by and between **Webb County**, Texas (hereinafter "The County"), a political subdivision of the State of Texas, acting through its governing body, the Webb County Commissioners Court, 1000 Houston Street, Laredo, Texas 78040, and **Business Information Systems, Inc**, a Foreign For-Profit Corporation, d/b/a **BIS Digital, Inc.**, (hereinafter "Service Provider"), 1350 NE 56<sup>th</sup> Street, Suite 300, Fort Lauderdale, Florida 33334. Webb County and BIS Digital, Inc. may be referred herein individually as a "Party" or jointly as "Parties." The County agrees to engage Service Provider as an independent contractor, to provide audio visual (video) upgrades to The County's Commissioners Courtroom pursuant to the following terms, conditions, and restrictions.

**WHEREAS**, The County sought proposals ("RFP 2023-007") from vendors to undertake upgrades to the audio-visual system in the Webb County Commissioners Courtroom; and

**WHEREAS**, vendors were invited to participate and submit proposals after a site visit to The County's Commissioners Courtroom; and

**WHEREAS**, The County approved the chosen proposer, Service Provider, to undertake a turn key installation of an audio-visual (video) system ("upgrade") for the Webb County Commissioners Courtroom, which includes requested hardware, software, and licenses.

**NOW THEREFORE**, The County and Service Provider agree as follow:

1. Purpose. The purpose of this Contract is to define the terms and conditions by which Service Provider will provide Audio Visual System Upgrades to the Webb County and its Commissioners Courtroom located in the Webb County Courthouse, as more specifically defined in the equipment specifications, found **Attachment A** and incorporated here for all purposes (the "Equipment Specifications").
2. Term. The Contract shall upon on the execution of this Contract and the installation work of the audio video upgrades shall terminate within thirty (30) days after contract execution ("installation period"). The Service Support ('maintenance) for the audio-visual upgrade work shall be provided through a separate site service or remote service agreement.

## EXHIBIT "A"

3. Authority. The County shall administer this Contract through its County Engineer, Mr. Luis Perez-Garcia, P.E., (the "County Representative"), or his designee, who is authorized to act on behalf of Webb County for all purposes relating to the performance, payment, administration, and successful completion of the Work Contract up to an amount not to exceed that set for in ¶4. Mr. Perez-Garcia can be contacted at (956) 523-5158. Mr. Rafael Peña, Webb County Information Technology Director, will also oversee any audio-visual technical issues regarding the audio system upgrades. Mr. Peña can be contacted at (956) 523-4069. Last, Mr. Larry Sanchez, Webb County's Public Information Officer, specifically oversees the audio-visual equipment for Commissioners Court meetings can be contacted at (956) 523-4999.
4. Consideration and Compensation. Service Provider will be compensated based on a not-to-exceed amount as set forth in its "Pricing Proposal" submitted as part of its proposal response, which is incorporated herein as if copied in full. Specifically, the amount of ONE HUNDRED EIGHTY THOUSAND EIGHT HUNDRED NINETY-FOUR DOLLARS SIXTY-NINE CENTS (\$180,894.69) for the purchase and installation of audio-visual equipment with accompanying software for the Webb County Commissioners Courtroom.

Additionally, payment for good and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31<sup>st</sup> day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Webb County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrued on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment is due. The said rate is in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

- (a) Invoicing Procedure. Payment(s) will be made to the Service Provider upon receipt and approval of an invoice by the County Representative, who shall be the sole judge of the acceptability of the goods and services. The Service Provider and the County Representative shall agree upon a mutually acceptable invoicing schedule. The County reserves the right to require additional information to support payments to Service Provider. Payments will be made to the Service Provider within thirty (30) days of receipt of invoice or other mutually agreed upon period.
- (b) Mailing Address. All invoices and notices related to this Contract shall be sent to the County Representative (County Engineer) at the following address: 1620 Santa Ursula, 2<sup>nd</sup> Floor, Laredo, Texas 78040.

5. Vendor Responsibilities.

## EXHIBIT "A"

- (a) Quality and Performance. All products delivered pursuant to this Contract shall be newly manufactured and the current model, unless otherwise agreed. The County Representative shall be the sole judge in determining brand name equals with regards to quality, price, or performance. All services shall be performed strictly in accordance with this Contract and in an efficient business-like manner. Service Provider shall adhere to the installation Scope of Work as provided in Attachment "B", which is incorporated and made part of this Contract.
  - (b) Warranties. All manufacturer warranties and all applicable provisions and remedies of the Texas Business and Commerce Code's Uniform Commercial Code relating to express implied warranties are incorporated into the terms of this Contract, as are any manufacturer warranties.
  - (c) No changes. Service Provider shall furnish products or services strictly in accordance with the specifications and price(s) as agreed for each item as set out in Attachment "A". Each shipment received or service performed shall comply with the terms of this Contract, notwithstanding invoice terms or actions of the Service Provider to the contrary.
6. County's Responsibilities. The County shall provide information as necessary or requested by the Service Provider to enable Service Provider to perform under this Contract. Further, County will undertake the responsibilities outlined in the Service Provider's "Scope of Work" for Installation of upgrades as addressed in "Attachment "B."
7. Records, Reports, and Information. At such times and in such forms as The County may require, the Service Provider shall furnish statements, records, reports, data and information pertaining to matters covered by this Contract. The Service Provider shall maintain its records in accordance with any requirements prescribed by The County. Except as otherwise authorized by The County, Service Provider shall maintain such records for a period of four (4) years after receipt of final payment under this Contract.
8. Inspection, Acceptance, Remedies, and Breach. Final acceptance of any delivery is contingent upon completion of all applicable inspection procedures. If products or services fail to meet any inspection requirements, The County may exercise all rights, including those provided in the Texas Uniform Commercial Code. The County Representative shall have the right to inspect products and judge performance of all services provided under this Contract at all reasonable times and places. Services as used in this section shall include all services performed and tangible material produced and delivered in the performance or service. If any service performance does not conform to this Contract, The County may require the Service Provider to perform the service again and conform to the Contract requirements, without any additional compensation. For defects in the quality or quantity of service that cannot be corrected by re-performance, The County may (a) require Service Provider to take necessary action to ensure future performance conforms to the Contract requirements,

## EXHIBIT "A"

and (b) equitably reduce the payment due to the Service Provider to reflect the reduced value of the service performed, or (c) in the alternative, elect to terminate this Contract under the provisions of ¶14.

9. Independent Contractor: Service Provider is an independent contractor and is free to perform services for other clients. Neither Service Provider nor any agent shall be deemed an agent or employee of The County for any purpose. AS AN INDEPENDENT CONTRACTOR, SERVICE PROVIDER IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE, WORKERS COMPENSATION BENEFITS, HEALTH INSURANCE, OR RETIRMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL INCOME TAX, STATE, AND LOCAL TAXES WITH RESPECT TO SERVICE PROVIDER AND ITS EMPLOYEES ON ANY MONIES EARNED PURSUANT TO THIS CONTRACTUAL RELATIONSHIP. This Contract does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party
  
10. No Conflict of Interest. Service Provider represents that it is not aware of any transaction, activity, or conduct that would affect the judgment, actions or work of the Service Provider by placing the Service Provider's own interests, or the interests of any party with whom the Service Provider has a contractual arrangement, in conflict with those of The County and agrees that no official, officer or employee of the County has any personal or beneficial interest whatsoever in the services provided by this Contract. Service Provider also agrees not to hire, pay or contract for the services of any official, officer or employee of The County during the term of this Contract.
  
11. Indemnification. (a) If any product sold or delivered under this Contract is covered by a patent, trademark, or application, Service Provider shall indemnify, hold harmless, and defend The County from any and all loss, liability, cost, expenses, and legal fees incurred on account of any claims, legal actions, or judgment arising out of the manufacture, sale, or use of the subject article in violation or infringement of any such rights; (b) The County shall, in all instances except claims arising from the sole negligent or willful acts or omissions of The County, be indemnified by the Service Provider from and against and all claims. The Service Provider shall be responsible for primary loss, investigations, defense, and judgment cost where this indemnification is applicable. In consideration for the award of this Contract, Service Provider agrees to waiver all rights of subrogation against the County, its officials, agents, and employees for losses arising from the work performed by Service Provider for The County.

EXHIBIT "A"

12. No Assignment and No Third-Party Beneficiaries. Service Provider shall not assign any rights, delegate any duties, or subcontract any part of the performance required by this Contract without the express written consent of The County. This Contract shall inure to the benefit and be binding upon Service Provider and The County only and shall not create any third-party rights or liabilities.
13. No Waiver of Sovereign Immunity or Powers. Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Webb County Commissioners Court, or the Webb County Judge.
14. Termination.
  - (a) Termination Prior to Shipment. If Service Provider has not accepted this Contract in writing, The County may cancel this Contract by written or oral notice to Service Provider prior to any shipment of good.
  - (b) Termination Prior to Performance. If the Service Provider is providing services as part of its obligations under this Contract, The County may cancel this Contract by written notice to the Service Provider prior to commencement of any work.
  - (c) Termination for Cause. (a) If Service Provider refuses or fails to timely and properly perform any of its obligations under this Contract with such diligence as will ensure its completion within the promised timeframe, The County may notify Service Provider in writing of non-performance and, if not corrected within the time specified in the notice, terminate Service Provider's right to proceed with performance or such part thereof as to which there has been delay or a failure. Service Provider shall continue performance of this Contract to the extent not terminated and be liable for excess costs incurred by The County to procure similar goods or services from another source. Payment for completed services performed and accepted shall be at the price set forth in this Contract. The County shall not be responsible for payment for any services terminated under this provision. (b) The County may withhold amounts due to Service Provider as the County deems necessary to reimburse The County for excess costs and damages incurred in completing or procuring similar goods and services.
15. Venue and Choice of Law. Venue of this Contract shall lie in the State Courts of Webb County, Texas, and the laws of the State of Texas shall govern all terms and conditions of this Contract, without regard to choice of law rules of any jurisdiction.
16. Rule of Construction. The County and Service Provider acknowledge that they have had an adequate opportunity to review each and every provision contained in this Contract and to submit same to legal counsel for review and comment, including expressly and without

**EXHIBIT "A"**

limitations the warranties and indemnities contained in this Contract based on said review and consultation. Based on the foregoing, The County and Service Provider agree that the Rule of Construction that a Contract be construed against the Drafter, if any, shall not be applied in the interpretation and construction of this Contract.

17. Notice. Notices to be provided under this Contract shall be given in writing and deliver by certified mail to the following:

For The County:

Tano E. Tijerina  
Webb County Judge  
1000 Houston Street  
Laredo, Texas 78040

For Service Provider:

Steve Coldren  
Principal/Owner/CEO  
1350 NE 56<sup>th</sup> Street, Suite 300  
Fort Lauderdale, Florida 33334

18. Compliance with Laws and Regulations. Vendor agrees that all work performed under this Contract shall comply with all applicable laws, rules and regulations.

19. Modifications. This Contract may not be modified, amended or otherwise altered, unless mutually agreed upon in a writing executed by both The County and Service Provider. No change or alteration to this Contract that requires payment in excess of The County's obligation stated in ¶4 shall be effective.

20. Insurance. The financial integrity of Service Provider is of interest to The County therefore, subject to the right of The County to maintain reasonable insurance deductibles in such amounts as are approved by The County. Service Provider shall obtain and maintain in full force and effect for the entire duration of this agreement, and any extension hereof, at Service Provider's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- (VII) or better by A.M. Best Company (Best's Key Insurance Company Rating Guide, current edition and/or as amended) and/or otherwise acceptable to The County/Webb County Risk Manager, the following types and amounts:

Service Provider shall not commence work under this Contract until it has obtained all the insurance required and such insurance has been approved by The County. Service Provider shall procure and shall maintain during the life of his Contract, insurance in the following required amounts.

(a) Workers Compensation & Employers Liability Insurance. Service Provider shall procure and shall maintain during the life of this Contract Workers' Compensation Insurance at required statutory limits as provided by applicable State law for his/her employees to be engaged in work at the site on the Project under this Contract and, in case work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are



## EXHIBIT "A"

covered by the protection afforded by the Service Provider's Workers' Compensation Insurance. In the case where any class of employees engaged in work on the project under this Contract and is not protected under the Workers' Compensation Statute, Service Provider shall provide adequate employee liability insurance for the protection of such of his/her employees as not otherwise protected in the following amounts: \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each occurrence /\$1,000,000 by disease aggregate.

- (b) Commercial General Liability Insurance. Service Provider and any of Service Provider's Subcontractors shall maintain Commercial General Liability for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$1,000,000.00) each occurrence, Two Million Dollars (\$2,000,000.00) general aggregate for bodily injury and property damage, and name Webb County as an additional insured.
- (c) Commercial Automobile Liability Insurance. Service Provider and any of Service Provider's Subcontractors shall maintain Automobile Liability Insurance covering hired or any other vehicles owned, and non-owned vehicles used, by the Contractor at a minimum of not less than One Million Dollars (\$1,000,000.00 per occurrence for bodily injury and property damage.
- (d) Service Provider shall procure and shall maintain during the life of this Contract, insurance in the amount listed under Paragraph 20(a), (b), &(c) .
- (e) Proof of Carriage of Insurance. Service Provider shall furnish The County with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The Insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by The County. The County shall be named as Insureds or Additional Insureds with respect to all insurances required by be carried by Contractor. A blanket waiver of subrogation in favor of Webb County, Texas shall be contained in the Workers' Compensation and all liability policies.

- 21. Counterparts and Scanned Signatures. This Contract may be executed in counterparts, each of which shall be deemed an original. Scanned signatures of authorized signatories shall be effective for all purposes.
- 22. Severability. If any provision of this Contract is determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, the remaining provisions of the Contract shall remain in full force and effect.
- 23. Inconsistent Provision. The terms of this Contract and any related agreements, instruments,

## EXHIBIT "A"

or other documents shall be cumulative except to the extent that are specifically inconsistent with each other, in which case the terms of this Contract shall prevail.


24. Attorney's Fees. In the event either party breaches any of the terms of this Contract whereby the Party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees incurred by such other party.
25. Entire Contract. This Contract and its Attachments shall constitute the complete and exclusive written expression of the intention of the Parties hereto and shall superseded all previous communications, representations, agreements, promises, or statements, either oral or written, by and between the parties.
26. No Rights Created. This Contract is not intended and does not create any rights or interest in persons not a party to this Contract.
27. Headings. The headings used herein are for convenience of reference only and shall not constitute a party of the Contract or affect the construction or interpretation hereof.
28. Consequential Damages. Neither Party to this Contract shall be liable to the other for consequential damages, including, with limitation, loss of use or loss profits incurred one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, will-full misconduct, negligent act or omission, or other wrongful act of either of them.
29. Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.
30. Service Provider Terms and Conditions. The "Term and Conditions" set out in Attachment "C" are incorporated herein by reference and made a part of this Contract as if fully set forth herein.
31. American Rescue Plan Act of 2021 ("ARPA"). ARPA funds are being used to pay Service Provider for Services being provided by Service Provider under this Contract and as such, Service Provider, through execution of the Contract Addendum set out in Attachment "D" is bound to the terms and conditions set out in said Attachment "D."


**EXHIBIT "A"**

WITNESS the signatures of all parties to this Contract and made effective this 10th day of July, 2023.

**WEBB COUNTY**

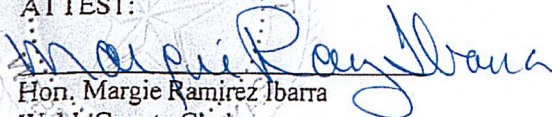
**SERVICE PROVIDER  
BUSINESS INFORMATION SYSTEMS INC.  
D/B/A BIS DIGITAL, INC.**

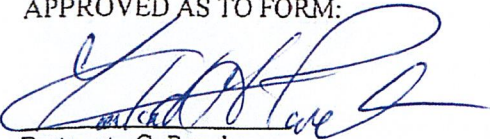
  
Tano E. Tijerina  
Webb County Judge

  
Steve Coldren, Principal/Owner/CEO

Date: July 10, 2023

Date: 6/29/23

ATTEST:  
  
Hon. Margie Ramirez Ibarra  
Webb County Clerk

APPROVED AS TO FORM:  
  
Fortunato G. Paredes  
Assistant General Counsel  
Webb County Civil Legal Division

\*The General Counsel, Civil Legal Division's Office, may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval of their own respective attorney(s)

Attachment "A"



**f. Price Proposal**

**Account Name:**  
Webb County, TX

**Quote Name:**  
I - APR 2023 - Commissioners Court Full System - Commissioners Courtroom - County Courthouse  
- Webb County, TX

**Quote Number:** Q-8023139      **Quote Amount:** \$180,894.69      **Date:** 4/24/23      **Quote Expiration Date:** 10/24/23

**Account Rep:** Brandy Johnson      **Account Rep Email:** brandy.johnson@bisdigital.com      **Account Rep Phone:** (800) 834-7674 x4553

Item	Product Code	Qty	List Price	TIPS Price	Total Price
IP DVR Core License (Series 2)	BIS-IP-DVR-CS2	6.00	150.00	\$135.00	\$810.00
Conference System   Wireless Conference Unit (GO-G4)   Series 4	BIS-CONF-W-GO-G4-S4	11.00	1350.00	\$1,215.00	\$13,365.00
70" Commercial Display   4K	BIS-D-4K-70-C	2.00	2550.00	\$2,295.00	\$4,590.00
5.25" Indoor/Outdoor Wall Mount Speaker Pair (Black)	BIS-SP-WMB	1.00	645.00	\$580.50	\$580.50
Power Amplifier   4ch. 250W 70v   Series 4	BIS-AMP-4C250-70S2	1.00	3150.00	\$2,835.00	\$2,835.00
6.5" Wall Mount Speakers - Black (Pair)	BIS-SP-WMB-6.5	4.00	930.00	\$837.00	\$3,348.00
Network Switch w/PoE 24-port (Series 8)	BIS-NS-POE-24-S8	1.00	1670.00	\$1,503.00	\$1,503.00
HDMI and SDI Cross Converter with Scaling and Frame Rate Conversion	BIS-HDMI-SDI-Converter	4.00	550.00	\$495.00	\$1,980.00
UPS 8 Outlet/1500VA 2RU	BIS-R-UPS-1500	2.00	1300.00	\$1,170.00	\$2,340.00
IP Camera Control Board	BIS-IP-CCB	1.00	1800.00	\$1,620.00	\$1,620.00
Blu-Ray Player   Commercial Grade   Rackmount   Series 3	BIS-Blu-Ray-CS3	1.00	645.00	\$580.50	\$580.50
Fold Flat LED Touch Screen   22" (Series 4)	BIS-FD-LEDTS-22-S4	5.00	580.00	\$522.00	\$2,610.00
Duo Rackmount Broadcast Video Monitors	BIS-BSC-RCK-DMON	4.00	1400.00	\$1,260.00	\$5,040.00
HD IP PTZ Camera   4K (Series 3)	BIS-HD-IP-PTZ-4K-S3	6.00	3975.00	\$3,577.50	\$21,465.00

EXHIBIT "A"

Attachment "A"



Item	Product Code	Qty	List Price	TIPS Price	Total Price
32" Commercial Display   4K	BIS-D-4K-32-C	1.00	1100.00	\$990.00	\$990.00
Speaker Volume Control Panel   70V (Series 3)	BIS-SP-VC-70V-S3	1.00	100.00	\$90.00	\$90.00
Professional Digital PA Mixer DANTE Capable w/8ch USB out	BIS-MX-DAN-USB8	1.00	4730.00	\$4,257.00	\$4,257.00
Conference System   Charging Tray for 10 Battery Packs (G4)   19" Rack mountable   Series 4	BIS-CONF-10BPCT-S4	2.00	1695.00	\$1,525.50	\$3,051.00
Conference System   16" Gooseneck Microphone   for G4 system only   Series 4	BIS-CONF-16GN-G4-S3	11.00	330.00	\$297.00	\$3,267.00
Conference System   Wireless Conference Access Point (G4)   w/ Dante Interface   Series 4	BIS-CONF-WCAP-WD-S4	1.00	4995.00	\$4,495.50	\$4,495.50
Conference System   Battery Pack for Wireless Conference Unit (G4)   Series 4	BIS-CONF-BP-WCU-S4	11.00	250.00	\$225.00	\$2,475.00
12-bay Charging Station DigiWave Transceiver and Receiver (Series 4)	BIS-ALS-12BCS-FDTR-S4	1.00	650.00	\$585.00	\$585.00
DigiWave Transceiver (Series 4)	BIS-ALS-DWT-S4	3.00	625.00	\$562.50	\$1,687.50
Black Silicone Skin for DigiWave Transceiver and Receiver (Series 4)	BIS-ALS-BKSS-FDTR-S4	3.00	29.00	\$26.10	\$78.30
Headset Microphone for DigiWave (Mini Mic Plug, Mini Headset Plug)	BIS-ALS-HM	3.00	180.00	\$162.00	\$486.00
Conference System   Audio Engine   w/ Dante Card   Series 3	BIS-CONF-AEWD-S3	1.00	6300.00	\$5,670.00	\$5,670.00
7" Tabletop TouchLink Room Control Panel (White)	BIS-EXTRN-TL-725T-W	2.00	2650.00	\$2,385.00	\$4,770.00
Room Control Processor 360 (Series E)	BIS-E-RCP-360	1.00	3250.00	\$2,925.00	\$2,925.00
4K/60 HDMI DTP Receiver (330ft)	BIS-EXTRN-DTP-HDMI-4K-330-RX	9.00	700.00	\$630.00	\$5,670.00
SATA 2.5" SSD   2TB	BIS-SSD-SATA-2.5-2TB	2.00	375.00	\$337.50	\$675.00
Rackmount AV 4K Recorder (Series 1)	BIS-RM-AV-4K-REC-S1	1.00	2400.00	\$2,160.00	\$2,160.00
Broadcast Switcher & Control Board   4K Pro Series 3 (HD/SD-SDI)	BIS-SW-BSCB-4K-HDSDI-S3	1.00	3600.00	\$3,240.00	\$3,240.00
4K/60 HDMI DTP Transmitter (330ft)	BIS-EXTRN-DTP-HDMI-4K-330-TX	2.00	700.00	\$630.00	\$1,260.00
4K/60 HDMI to DTP Distribution Amplifier   1x8 (330ft)	BIS-EXTRN-DTP-HD-DA-4K-330-8	1.00	4750.00	\$4,275.00	\$4,275.00
USB 3.0 to HDMI Video Output Adapter	BIS-USB3-HDMI-VOA	2.00	100.00	\$90.00	\$180.00
Annotation Presentation System w/Wireless Link (Pro)	BIS-CYNAP-PRO	1.00	8000.00	\$7,200.00	\$7,200.00

**EXHIBIT "A"**

Attachment "A"



Item	Product Code	Qty	List Price	TIPS Price	Total Price
4K/60   8x4 HDMI-DTP Matrix Switcher	BIS-EXTRN-SMX-84-HDMI-DTP	1.00	11990.00	\$10,791.00	\$10,791.00
Digital Document Camera (Gen.6)	BIS-DDC-GEN6	1.00	4600.00	\$4,140.00	\$4,140.00
24" Monitor for PC   Height Adjustable   w/ Speakers   HDMI   DP   VGA	BIS-24-MON-PC-T	1.00	395.00	\$355.50	\$355.50
Speaker Wire 16AWG (Plenum) - 500ft Roll	BIS-W-SPKR-16AWG-500ft	1.00	215.00	\$193.50	\$193.50
6' Shielded CAT6 Patch Cable   Plenum	BIS-CAT6-SPC-6-P	60.00	58.00	\$52.20	\$3,132.00
HDMI Cable Series 2 (6ft.)	BIS-HDMI-6FT-S2	20.00	20.00	\$18.00	\$360.00
CAT6 Cable   Shielded   Black   1000'	BIS-W-CAT6-SHB-1000	2.00	1325.00	\$1,192.50	\$2,385.00
HD-SDI Cable (1000ft)	BIS-HDSDI-CX	1.00	1200.00	\$1,080.00	\$1,080.00
DANTE USB I/O Adapter (2ch)	BIS-USB-DANTE-2CHIO	1.00	250.00	\$225.00	\$225.00
Raceway Wire Cover (50ft)	BIS-CBL-RWC-50	4.00	120.00	\$108.00	\$432.00
Full Motion Desk Mount (13" - 27")	BIS-MNT-DM-1327	1.00	200.00	\$180.00	\$180.00
40"-90" Commercial Grade Full Motion Wall Mount   150lbs Max	BIS-CGD-WMT-FM-40-90	2.00	799.00	\$719.10	\$1,438.20
Installation Supplies	BIS-INST-SUP	1.00	2304.15	\$2,073.74	\$2,073.74
Custom Programming (1 hour)	PRGM	1.00	385.00	\$346.50	\$346.50
On-site Setup, Installation and Training	SIT	1.00	23760.00	\$21,384.00	\$21,384.00
Shipping/Handling	S/H	1.00	11359.95	\$10,223.96	\$10,223.96
TIPS Contract 220704 - Audio Visual Equipment, Supplies, and Services	BIS-X-TIPS				

**Total (Before Tax): \$180,894.69**

### f.1 General Scope of Work Description for Installations



BIS Digital is committed to delivering high-quality AV systems that meet the needs of our clients; our Scope of Work process is an integral part of this commitment. Please note that this document is intended as a preliminary assessment only and may be subject to a final technical assessment of your requirements. Its use is limited to the purpose of allowing you to verify, via signature, whether the listed equipment, software, and installation needs were accurately recorded. The final implementation of equipment and functionality may vary due to factors including but not limited to: budget, infrastructure, and manufacturer constraints. This document does not provide any implied or express warranties, and BIS Digital accepts no liability for any reliance on the information contained within it beyond its intended purpose as an initial work assessment. Unless otherwise specified, the following section lists BIS Digital and client responsibilities for a standard installation.

BIS Digital will be responsible for the following:

- Provision of all necessary labor, supervision, tools, equipment, materials, services, testing, and other expenses for the successful installation and delivery of a complete and operable A/V solution.
- Performance of all work as described in the scope of work, including installation and testing of specified equipment and final circuit terminations in the head-end equipment racks.
- Project management, personnel, supervision, staff, labor, installation planning, scheduling, documentation, installation quality, and testing devices as required to complete the work.
- Furnishing of specified equipment, with the caveat that BIS Digital reserves the right to bill for equipment as stored materials when delivery or installation is not possible.
- Recommendation for the installation of dedicated electrical power at the head-end, end-user equipment, or at the location of final control(s).
- Production of deliverables and any substitutions on a schedule established under a purchase agreement.

The client will be responsible for the following:

- Preparation of the installation site, including but not limited to carpentry, network connection installation, and electrical work.
- Provision of scaffolds, ladders, or high-reach equipment for installation work in ceilings over 14 feet.
- Responsibility for any external noise or factors creating noise within the systems not exposed by installed electronic equipment.
- Ensuring that installation structures will support the weight of equipment, including but not limited to wall-mounted displays, hanging loudspeakers, and equipment racks.
- If required, customer-provided contractors will be responsible for the provision, hanging, and installation of all rigid electrical junction boxes, AC power, relay switches, conduits, and any structural reinforcement means as required for the proposed systems.

By signing below, I certify that I am an authorized signer for Webb County, TX and have reviewed and approve the Scope of Work provided by BIS Digital. I understand that this Scope of Work defines the equipment requirements for the project, and certify this document accurately captures the needs of my organization. I also acknowledge that any changes to the Scope of Work must be approved in writing by all parties involved.

Client Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Attachment "C"



## Proposal Terms and Conditions

---

<b>Proposal ID</b>	P-2300207
<b>Effective Period</b>	This proposal is valid through the date required by the requesting organization.
<b>Tax Status</b>	Sales tax will be added to an invoice unless a Tax-Exempt Form is on file with the BIS Digital corporate office.
<b>Payment Terms</b>	Payment for the delivery of goods is due upon the transfer of possession of the goods to the buyer or its agent. Payment of services is due when all services have been fully performed in accordance with the terms of the agreement. The buyer shall promptly inspect the goods or services upon receipt and shall notify BIS Digital of any defects or non-conformities. An ACH number will be provided for payment.
<b>Cancellation</b>	<p>In the event a customer cancels or postpones an order after a deposit has been received, BIS Digital reserves the right to invoice for hardware, software, shipping costs, and any other materials procured for the order.</p> <p>Restocking Fee: A 20% restocking fee will be charged for all canceled orders.</p>
<b>Limited Warranty</b>	New software supplied by BIS Digital are covered for 90 days from the date of installation. New hardware supplied by BIS Digital are covered for 90 days from the date of delivery. Manufacturer Warranties do not cover On-Site Technical Support, Shipping costs, or Software upgrades.
<b>Software Assurance</b>	Annual Software Assurance entitles users to software upgrades at a fixed fee assessed at time of purchase.
<b>Substitutions</b>	Unforeseen supply chain disruptions or component shortages may impact the availability of goods. As a result, some items may require substitution and may be subject to price and/or delivery time variances. In these instances, BIS Digital will consult with the customer about options and alternatives.



## EXHIBIT "A"

Contract Addendum (BIS Digital, Inc. Services Agreement) Attachment "D"

### Webb County – American Rescue Plan Act (ARPA) Contract Addendum BIS Digital, Inc. Services Agreement

**Notice:** The contract or purchase order to which this addendum is attached is made using federal assistance provided to Webb County by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of Webb County; by ARPA and its implementing regulations; and as established by the Treasury Department.

**1. Equal Opportunity.** Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**Minority and Women Business Enterprises (if applicable to this Contract)** Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), *when applicable*. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

**2. Suspension and Debarment. (applies to all purchases.)**

(A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

(B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

## EXHIBIT "A"

Contract Addendum (D) Design, Inc. Services Agreement Attachment D

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

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

**3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.)** Contractor certifies that it will not and has 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, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**\*Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum\***

**4. Access to Records. (applies to all purchases.)**

(A) The Contractor agrees to provide Webb County, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

(B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

**5. Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

**6. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.)** Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction

## EXHIBIT "A"

Contract Agreement (DIA Digital, Inc. Services Agreement) Attachment D

work and provides that no laborer or mechanic shall 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.

**7. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)**

(A) 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.

(B) 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.

(C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to Webb County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

**8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)**

Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain 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.

(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 the 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 government of a covered foreign country.

- 9. Buy USA - Domestic Preference for certain procurements using federal funds.** Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not

## EXHIBIT "A"

Contract Documents (2017) (2017), Inc. Services Agreement Attachment "D"

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 under this award. For purposes of this section:

(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.

**10. Procurement of Recovered Materials: (applies only if the work involves the use of materials)**

(A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**11. Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

**12. Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

**13. Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

***- This form is required only for purchases of more than \$100,000 -***

### **31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement,

**EXHIBIT "A"**

and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

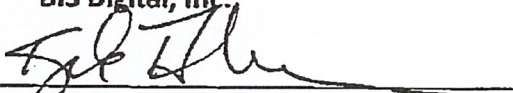
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

**BIS Digital, Inc:**



Signature of Contractor's authorized official

Date: 6/29/23

Kirk Ambrose

(Print name of person signing above)

Vice President

(Print title of person signing above)