

MASTER AGREEMENT FOR AUDIOVISUAL EQUIPMENT AND SERVICES

THIS MASTER AGREEMENT ("Agreement") is made and entered into this 11th day of December, 2018 ("Effective Date"), by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California ("COUNTY"), and each contractor (each a "CONTRACTOR" and collectively the CONTRACTORS") listed in Attachment A to this Agreement, which is attached and incorporated by this reference, and such additional CONTRACTORS as may, from time to time during the term of this Agreement, be added by COUNTY. COUNTY and each CONTRACTOR may be referred to as a "Party" or collectively as "Parties" to this Agreement.

WITNESSETH:

WHEREAS, on July 30, 2018, COUNTY issued Request for Statement of Qualifications (RFSQ) No. 19-004 and Addendum Number One (1) thereto, which solicited proposals from qualified vendors to provide audiovisual equipment and services, in accordance with specific terms, conditions, and requirements (collectively, the "RFSQ");

WHEREAS, COUNTY desires to enter into an Agreement with each CONTRACTOR listed on Attachment A in order to expeditiously provide for the COUNTY's needs for audiovisual equipment and services from CONTRACTORS; and

WHEREAS, CONTRACTORS are willing and able to provide the above-described services in accordance with COUNTY's needs, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties agree as follows:

1. SERVICES

CONTRACTORS shall provide all services in accordance with the specifications, requirements, terms, conditions, etc. of the RFSQ and at the rates set forth in the such individual CONTRACTOR's proposal in response to the RFSQ (each a "Response"), in addition to any other audiovisual services as needed. No CONTRACTOR shall be obligated by any Response submitted by any other CONTRACTOR to COUNTY's RFSQ.

COUNTY's RFSQ and each CONTRACTOR's Response are attached and incorporated by reference and made a part of this Agreement. The originals of such documents shall be maintained by

COUNTY'S Purchasing Manager at 4525 East Hamilton Avenue, Fresno, California. The Director of Internal Services/Chief Information Officer (CIO) reserves the right at any time during the term of this Agreement to add new CONTRACTORS to those listed in Attachment A. It is understood any such additions will not affect compensation paid to any other CONTRACTOR, and therefore such additions may be made by COUNTY without notice to or approval of any other CONTRACTOR under this Agreement. CONTRACTORS also agree that inclusion on Attachment A does not constitute a guarantee or promise that any CONTRACTOR shall provide any certain amount of work or services to COUNTY under this Agreement.

A. REQUESTS FOR SERVICES

- i. Each CONTRACTOR shall comply with all applicable Federal, State, County, and City regulations regarding wages, hours, and working conditions.
- ii. COUNTY shall provide a County representative ("County Representative") to represent the COUNTY who will work with each CONTRACTOR to carry out CONTRACTOR's obligations under this Agreement. The County Representative shall be staff from the COUNTY's Internal Services Department's Information Technology division. The contact person for each CONTRACTOR is listed in Attachment A.
- iii. SELECTING CONTRACTORS FOR AUDIOVISUAL SERVICES – COUNTY shall require a request for bids from interested CONTRACTORS for audiovisual services on as as-needed basis throughout the term of this Agreement. The COUNTY shall issue a request for bids to all CONTRACTORS listed on Attachment A, and bids shall be due not less than three (3) weeks following the date that COUNTY has completed the issuance of its request for bids to the CONTRACTORS. When a request for bid is released, COUNTY may require CONTRACTORS interested in submitting a bid to attend a site inspection of the building identified in the bid. Decision to require a site inspection, or lack thereof, will be at the sole discretion of COUNTY. COUNTY shall communicate such information to all CONTRACTORS in writing at the time of release of its request for bids. The

1 selection of the successful responding CONTRACTOR for the procurement of
2 audiovisual equipment will be based on the CONTRACTOR who provides the lowest
3 responsive bid. The selection of the successful responding CONTRACTOR for all
4 other audiovisual services will be based on COUNTY's evaluation of the bids
5 submitted by each CONTRACTOR, with the bid awarded to the CONTRACTOR
6 with the most responsive bid that best meets the COUNTY's needs. When
7 submitting a bid, each CONTRACTOR must reference its cost of services to those
8 provided by such CONTRACTOR in their Response. CONTRACTORS shall
9 respond to COUNTY requests within one (1) hour and be onsite within four (4)
10 hours, if needed.

11 B. In accordance with Labor Code section 1770, et seq., the Director of the Department of Industrial
12 Relations of the State of California has determined the general prevailing wages rates and employer
13 payments for health and welfare pension, vacation, travel time and subsistence pay as provided for in
14 Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar
15 purposes applicable to the work to be done.

16 Information pertaining to applicable Prevailing Wage Rates may be found on the website for the
17 State of California – Department of Industrial Relations: <http://www.dir.ca.gov/oprl/PWD/index.htm>.
18 Information pertaining to applicable prevailing wage rates for apprentices may be found on the website for
19 the State of California – Department of Industrial Relations:
20 <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>.

21 It shall be mandatory upon the CONTRACTOR and upon any subcontractor to pay not less than the
22 prevailing wage rates, including overtime and holiday rates, to all workers, laborers, or mechanics
23 employed on this public work project, including those workers employed as apprentices. Further,
24 CONTRACTOR and each subcontractor shall comply with Labor Code sections 1777.5 and 1777.6
25 concerning the employment of apprentices. A copy of the above-mentioned prevailing wage rates shall be
26 posted by the CONTRACTOR at the job site where it will be available to any interested party.

27 CONTRACTOR shall comply with Labor Code section 1775 and shall forfeit as a penalty to
28 COUNTY Two Hundred Dollars (\$200.00) for each calendar day or portions thereof, for each worker paid

1 less than the prevailing wage rates for the work or craft in which the worker is employed for any work done
2 under this project by CONTRACTOR or by any subcontractor under CONTRACTOR in violation of Labor
3 Code section 1770, et seq. In addition to the penalty, the difference between the prevailing wage rates and
4 amount paid to each worker for each calendar day or portion thereof for which each worker was paid less
5 than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or subcontractor.

6 CONTRACTOR and each of their subcontractors shall keep an accurate record showing the name,
7 address, social security number, work classification, straight time and overtime hours worked each day and
8 week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee
9 employed by him or her in connection with this public work project. In accordance with Labor Code section
10 1776, each payroll record shall be certified and verified by a written declaration under penalty of perjury
11 stating that the information within the payroll record is true and correct and that the CONTRACTOR or
12 subcontractor has complied with the requirements of Labor Code sections 1771, 1811 and 1815 for any
13 work performed by its employees on this public work project. These records shall be open at all reasonable
14 hours to inspection by the COUNTY, its officers and agents, and to the representatives of the State of
15 California – Department of Industrial Relations, including but not limited to the Division of Labor Standards
16 Enforcement.

17 C. LICENSING – CONTRACTOR shall possess at all times, and maintain proof of, during the Term
18 of this Agreement, the current State of California contractor's license class(es) required by the RFSQ for the
19 work to be performed, if applicable. CONTRACTOR must immediately give notice to the COUNTY if this
20 license is suspended or revoked at any time during the Term of this Agreement. If at any time during the
21 Term of this Agreement, CONTRACTOR'S license, as described in this Section 1(F), is not in full force and
22 effect, this shall be grounds for immediate Termination, in accordance with Section 5.

23 2. PERFORMANCE STANDARDS

24 CONTRACTORS performing services on behalf of the COUNTY are expected to do so in a
25 professional and competent manner. COUNTY may terminate the services of any CONTRACTOR obtained
26 through this Agreement at any time if, in the opinion of the COUNTY, the services delivered by that
27 individual are unsatisfactory. The COUNTY will provide written notification of termination and the reasons
28 for the termination to the CONTRACTOR.

1 3. TERM

2 The term of this Agreement shall be for a period of three (3) years, commencing on the Effective
3 Date through and including December 3, 2021. This Agreement may be extended for two (2) additional
4 consecutive twelve (12) month periods upon written approval of all parties no later than thirty (30) days prior
5 to the first day of the next twelve (12) month extension period. If any individual CONTRACTOR does not
6 approve a proposed twelve (12) month extension, the Agreement will expire as to that CONTRACTOR. The
7 Director of Internal Services/Chief Information Officer (CIO) or his or her designee is authorized to execute
8 such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

9 4. TERMINATION

10 i. Non-Allocation of Funds – The terms of this Agreement, and the services to be
11 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
12 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
13 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

14 ii. Breach of Contract – The COUNTY may immediately suspend or terminate this
15 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 16 1) An illegal or improper use of funds;
17 2) A failure to comply with any term of this Agreement;
18 3) A substantially incorrect or incomplete report submitted to the COUNTY;
19 4) Improperly performed service.

20 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
21 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such
22 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
23 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any
24 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were
25 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund
26 any such funds upon demand.

27 iii. Without Cause – Under circumstances other than those set forth above, this
28 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an

1 intention to terminate to CONTRACTOR.

2 iv. Termination of One or More Contractors – In the event that COUNTY terminates this
3 Agreement as to one or more CONTRACTORS, this Agreement shall stay in full force and effect as to the
4 remaining CONTRACTORS. Termination of one or more CONTRACTOR from this Agreement shall not
5 terminate the Agreement as to the remaining CONTRACTORS.

6 5. COMPENSATION/INVOICING: COUNTY agrees to pay each CONTRACTOR for services
7 satisfactorily performed hereunder and each CONTRACTOR agrees to receive compensation as described
8 in such CONTRACTOR's Response to the RFSQ. This compensation is the sole consideration to be paid
9 to CONTRACTORS under this Agreement and includes provisions for all costs and expenses whatsoever,
10 including, without limitation, travel, lodging, or meal expenses. No other amounts shall be billed to or paid
11 by COUNTY in connection with any services provided.

12 CONTRACTOR shall submit monthly invoices, either electronically or via mail, in triplicate to the
13 County of Fresno, Internal Services Department, Attention: Business Office, 333 W. Pontiac Way, Clovis,
14 CA 93612 (isdbusinessoffice@fresnocountyca.gov). Each invoice must clearly identify the
15 CONTRACTOR's name, remittance address, contact information, and the month and year in which such
16 services were performed. Each invoice shall be accompanied by a formatted report containing the
17 CONTRACTOR's name, the month and year that the services were rendered, department identification,
18 and the total cost for each project.

19 In no event shall the services performed under this Agreement exceed \$5,000,000.00 during the
20 total possible five-year term of this Agreement. It is understood that all expenses incidental to
21 CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR.
22 COUNTY shall make payment to CONTRACTORS no more than forty-five (45) days after receipt of an
23 approved invoice.

24 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
25 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
26 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
27 times be acting and performing as an independent contractor, and shall act in an independent capacity and
28 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.

1 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which
2 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
3 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
4 terms and conditions thereof.

5 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
6 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

7 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
8 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable
9 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
10 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating
11 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
12 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
13 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

14 7. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
15 written consent of all the parties without, in any way, affecting the remainder.

16 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement
17 nor their rights or duties under this Agreement without the prior written consent of the other party.

18 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
19 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
20 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
21 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
22 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including
23 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,
24 or corporation who may be injured or damaged by the performance, or failure to perform, of
25 CONTRACTOR, its officers, agents, or employees under this Agreement. The provisions of this paragraph
26 shall survive the termination of this Agreement.

27 The provisions of this Section 9 shall survive the termination of this Agreement.

28 10. INSURANCE

1 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third
2 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance
3 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or
4 Joint Powers Agreement (JPA) throughout the term of the Agreement:

5 i. Commercial General Liability

6 Commercial General Liability Insurance with limits of not less than Two Million Dollars
7 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
8 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
9 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
10 liability or any other liability insurance deemed necessary because of the nature of this contract.

11 ii. Automobile Liability

12 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
13 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
14 used in connection with this Agreement.

15 iii. Professional Liability

16 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
17 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
18 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

19 iv. Worker's Compensation

20 A policy of Worker's Compensation insurance as may be required by the California Labor
21 Code.

22 Additional Requirements Relating to Insurance

23 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
24 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
25 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
26 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
27 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
28 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without

1 a minimum of thirty (30) days advance written notice given to COUNTY.

2 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
3 employees any amounts paid by the policy of worker's compensation insurance required by this
4 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
5 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
6 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

7 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
8 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
9 foregoing policies, as required herein, to the County of Fresno, Robert Bash, Director of Internal
10 Services/Chief Information Officer, 333 W. Pontiac Way, Clovis, CA 93612, stating that such insurance
11 coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and
12 employees will not be responsible for any premiums on the policies; that for such worker's compensation
13 insurance the CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and
14 employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance
15 policy; that such Commercial General Liability insurance names the County of Fresno, its officers, agents
16 and employees, individually and collectively, as additional insured, but only insofar as the operations under
17 this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance
18 and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees,
19 shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein;
20 and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
21 written notice given to COUNTY.

22 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
23 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
24 Agreement upon the occurrence of such event.

25 All policies shall be issued by admitted insurers licensed to do business in the State of California,
26 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
27 FSC VII or better.

28 11. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business

1 hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination
2 all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR
3 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data
4 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

5 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to
6 the examination and audit of the California State Auditor for a period of three (3) years after final payment
7 under contract (Government Code Section 8546.7).

8 12. NOTICES: The persons and their addresses having authority to give and receive notices
9 under this Agreement include the following:

10 COUNTY

11 COUNTY OF FRESNO
12 Director of Internal Services/Chief
13 Information Officer
333 W. Pontiac Way
Clovis, CA 93612

CONTRACTOR

As indicated on Attachment A

14 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
15 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
16 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
17 personal service is effective upon service to the recipient. A notice delivered by first-class United States
18 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
19 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
20 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
21 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
22 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
23 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
24 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
25 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
26 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
27 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
28 beginning with section 810).

1 13. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall
2 only be in Fresno County, California.

3 The rights and obligations of the parties and all interpretation and performance of this Agreement
4 shall be governed in all respects by the laws of the State of California.

5 14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

6 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit
7 or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status
8 to operate as a corporation.

9 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions
10 that they are a party to while CONTRACTOR is providing goods or performing services under this
11 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
12 and in which one or more of its directors has a material financial interest. Members of the Board of
13 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
14 Self-Dealing Transaction Disclosure Form, attached hereto as Attachment B and incorporated herein by
15 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
16 immediately thereafter.

17 15. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the
18 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
19 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
20 understanding of any nature whatsoever unless expressly included in this Agreement. *In the event of any*
21 *inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be*
22 *resolved by giving precedence in the following order of priority: (1) the text of this Agreement (excluding*
23 *Attachment "C", the COUNTY'S Request for Statement of Qualifications/Proposal No. 19-004 and each*
24 *CONTRACTOR'S Quote/Proposal in response); (2) the COUNTY'S Request for Quotation/Proposal No.*
25 *19-004; and (4) each CONTRACTOR'S quotation/proposal made in response to COUNTY'S Request for*
26 *Quotation/Proposal No. 19-004.*

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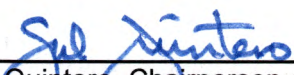
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

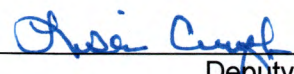
3
4 **CONTRACTOR**

COUNTY OF FRESNO

5 See Attachment A

6 
7 Sal Quintero, Chairperson of the Board of
Supervisors of the County of Fresno

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9
10
11 **ATTEST:**
12 Bernice E. Seidel
13 Clerk of the Board of Supervisors
County of Fresno, State of California

14
15
16 By: 
Deputy

17 FOR ACCOUNTING USE ONLY:

18 ORG No.: 8905
19 Account No.: 7311
20 Requisition No.: 8905190005
21
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ATTACHMENT A

LISTING OF CONTRACTORS AND SIGNATURE PAGES ATTACHED TO THIS AGREEMENT

CONTRACTOR	BUSINESS ADDRESS
Avidex Industries, LLC	13555 Bel-Red Rd Ste 226 Bellevue, WA 98005
B&H Foto and Electronics Corp.	420 9th Ave New York, NY 10001
Better Presentation Systems, Inc.	2008 Opportunity Drive, Suite 170 Roseville, CA 95678
EIDIM Group, Inc. (dba EIDIM AV Technology)	6905 Oslo Cir., Suite J Buena Park, CA 90621
ExhibitOne Corporation	14601 S. 50th St, #120 Phoenix, AZ 85044
Interactive Digital Solutions, Inc.	14701 Cumberland Road, Suite 400 Noblesville, IN 46060
Solutionz Videoconferencing, Inc. (dba Solutionz Conferencing, Inc.)	901 Bringham Ave Los Angeles, CA 90049
Sound Contracting, Inc.	5654 E. Westover Ave, Suite 101 Fresno, CA 93727

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first
2 hereinabove written.

3
4 **CONTRACTOR:**

5 **Avidex Industries, LLC**

6 a Washington Limited Liability Company

7 

8 (Authorized Signature)

9 Claudia Guerra, Operations Manager

10
11 Email Address for Notices:

12 bwstuller@avidex.com

13
14 Mailing Address:

15 
16 Fremont, CA 94538

17 Telephone:

18 (510) 279-7100

19
20 FAX:

21 (510) 279-7101
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1 **ATTACHMENT B**

2 **SELF-DEALING TRANSACTION DISCLOSURE FORM**

3 In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a
4 contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-
5 dealing transactions that they are a party to while providing goods, performing services, or both for the
6 County. A self-dealing transaction is defined below:

7
8 *"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more*
9 *of its directors has a material financial interest"*

10
11 The definition above will be utilized for purposes of completing this disclosure form.

12
13 **INSTRUCTIONS**

- 14 (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- 15 (2) Enter the board member's company/agency name and address.
- 16 (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At
17 a minimum, include a description of the following:
- 18 a. The name of the agency/company with which the corporation has the transaction; and
- 19 b. The nature of the material financial interest in the Corporation's transaction that the
20 board member has.
- 21 (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of
22 the Corporations Code.
- 23 (5) Form must be signed by the board member that is involved in the self-dealing transaction described
24 in Sections (3) and (4).
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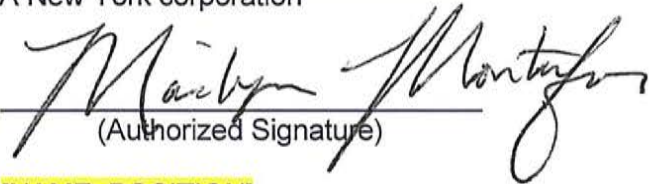
(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/ Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first
2 hereinabove written.

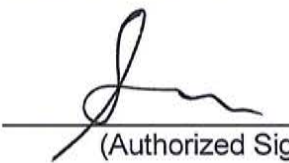
3
4 **CONTRACTOR**

5 **B&H Foto and Electronics, Corp**

6 A New York corporation

7 
8 (Authorized Signature)

9 [NAME, POSITION]

10  SAM GOLDSTEIN, PRES./CEO
12 (Authorized Signature)

13 [NAME, POSITION]

14 Marilyn Montufar B2B Contracts

15 Email Address for Notices:

16 marilynm@bhphoto.com

17 Mailing Address:

18 420 9th St
19 New York, NY 10001

20 Telephone:

21 (212) 239-7500 ext. 4522

22 FAX:

23 N/A
24
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1 **ATTACHMENT B**

2 **SELF-DEALING TRANSACTION DISCLOSURE FORM**

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22 the Corporations Code.
- 23 (5) Form must be signed by the board member that is involved in the self-dealing transaction described
24 in Sections (3) and (4).
- 25
26
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(1) Company Board Member Information:

Name:		Date:	
Job Title:			

(2) Company/Agency Name and Address:

--

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):

--

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):

--

(5) Authorized Signature

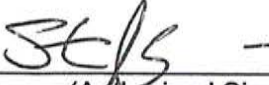
Signature:		Date:	
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first
2 hereinabove written.

3
4 **CONTRACTOR**

5 **Better Presentation Systems, Inc.**

6 A California corporation

7 

8 (Authorized Signature)

9 [NAME, POSITION]

10
11 

12 (Authorized Signature)

13 [NAME, POSITION]

14 Email Address for Notices:

15 brad@betteravsystems.com

16
17 Mailing Address:

18 2008 Opportunity Drive, Suite 170
19 Roseville, CA 95678

20
21 Telephone:

22 (916) 782-6444 ext. 223

23
24 FAX:

25 (916) 782-8811
26
27
28

1 **ATTACHMENT B**

2 **SELF-DEALING TRANSACTION DISCLOSURE FORM**

3 In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a
4 contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-
5 dealing transactions that they are a party to while providing goods, performing services, or both for the
6 County. A self-dealing transaction is defined below:

7
8 *"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more*
9 *of its directors has a material financial interest"*

10
11 The definition above will be utilized for purposes of completing this disclosure form.

12
13 **INSTRUCTIONS**

- 14 (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- 15 (2) Enter the board member's company/agency name and address.
- 16 (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At
17 a minimum, include a description of the following:
- 18 a. The name of the agency/company with which the corporation has the transaction; and
 - 19 b. The nature of the material financial interest in the Corporation's transaction that the
20 board member has.
- 21 (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of
22 the Corporations Code.
- 23 (5) Form must be signed by the board member that is involved in the self-dealing transaction described
24 in Sections (3) and (4).
- 25
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(1) Company Board Member Information:

Name:	Steve Havis	Date:	11/26/18
Job Title:	President		

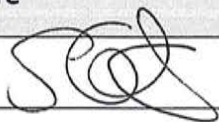
(2) Company/Agency Name and Address:

2008 Opportunity Dr.
Suite 170
Roseville, CA 95678

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):

(5) Authorized Signature

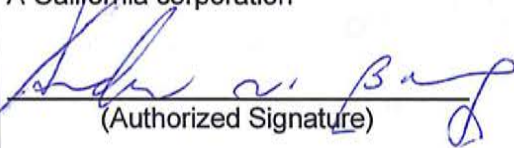
Signature:		Date:	11/26/18
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first
2 hereinabove written.

3
4 **CONTRACTOR**

5 **EIDIM Group, Inc. dba EIDIM AV Technology**

6 A California corporation

7 
8 (Authorized Signature)

9 Andrew Bang, President/CEO

10
11
12 Email Address for Notices:

13 contact@eidim.com

14
15 Mailing Address:

16 6905 Oslo Circle, Suite J
17 Buena Park, CA 90621

18 Telephone:

19 (562) 777-1009

20
21 FAX:

22 (562) 777-9120
23
24
25
26
27
28

1 ATTACHMENT B

2 SELF-DEALING TRANSACTION DISCLOSURE FORM

3 In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a
4 contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-
5 dealing transactions that they are a party to while providing goods, performing services, or both for the
6 County. A self-dealing transaction is defined below:

7
8 *"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more*
9 *of its directors has a material financial interest"*

10
11 The definition above will be utilized for purposes of completing this disclosure form.

12
13 INSTRUCTIONS

- 14 (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
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20 board member has.
- 21 (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of
22 the Corporations Code.
- 23 (5) Form must be signed by the board member that is involved in the self-dealing transaction described
24 in Sections (3) and (4).
- 25
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(1) Company Board Member Information:

Name:	ANDREW BANG	Date:	11/09/2018
Job Title:	President/CEO		

(2) Company/Agency Name and Address:

EIDIM GROUP INC dba EIDIM AV TECHNOLOGY
6905 Oslo Circle Ste J Buena Park, CA 90620

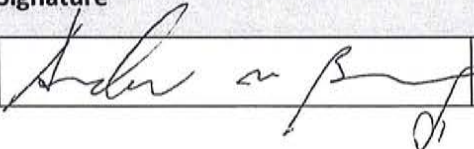
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):

N/A

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):

N/A

(5) Authorized Signature

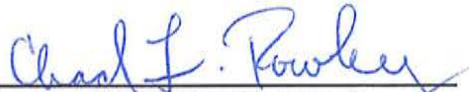
Signature:		Date:	11/09/2018
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2 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first
3 hereinabove written.
4

5 **CONTRACTOR**

6 **ExhibitOne Corporation**

7 An Arizona corporation

8 
9 (Authorized Signature)
10 Chad Rowley, President/CFO

11
12 
13 (Authorized Signature)

14 Kevin Sandler, CEO/Founder
15
16

17 **Email Address for Notices:**

18 crowley@exhibitone.com
19

20 **Mailing Address:**

21 14601 S. 50th St, #120
22 Phoenix, AZ 85044

23 **Telephone:**

24 (480) 763-1002 ext. 115
25

26 **FAX:**

27 (480) 763-1003
28

1 ATTACHMENT B

2 SELF-DEALING TRANSACTION DISCLOSURE FORM

3 In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a
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(1) Company Board Member Information:

Name:		Date:	
Job Title:			

(2) Company/Agency Name and Address:

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(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):

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(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):

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(5) Authorized Signature

Signature:		Date:	
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first
2 hereinabove written.

3
4 **CONTRACTOR**

5 **Interactive Digital Solutions, Inc.**

6 An Indiana corporation

7 

8 (Authorized Signature)

9
10 [NAME, POSITION]

Tracy Mills, President

11 

12 (Authorized Signature)

13
14 [NAME, POSITION]

15 **Email Address for Notices:**

16 mrhodes@e-idsolutions.com

17
18 **Mailing Address:**

19 14701 Cumberland Road, Suite 400
20 Noblesville, IN 46060

21
22 **Telephone:**

23 (707) 478-8125

24
25 **FAX:**

26 (317) 770-3258
27
28

1 **ATTACHMENT B**

2 **SELF-DEALING TRANSACTION DISCLOSURE FORM**

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Name:		Date:	
Job Title:			

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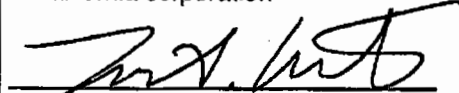
(5) Authorized Signature

Signature:		Date:	
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first
2 hereinabove written.

3
4 **CONTRACTOR**

5 **Solutionz Videoconferencing, Inc. dba Solutionz Conferencing, Inc.**
6 A California corporation

7 
8 (Authorized Signature)

9 [NAME, POSITION] TADD A. WOOTON, CFO

10 
11 (Authorized Signature)

12
13 [NAME, POSITION] DAVID R. DETRINIDAD, EVP

14 **Email Address for Notices:**

15 ~~mheimbuck@solutionzinc.com~~
16 ddetrinidad@SOLUTIONZINC.COM

17 **Mailing Address:**

18 901 Bringham Ave
19 Los Angeles, CA 90049

20
21
22 **Telephone:**

23 ~~(408) 854-8184~~
24 916-880-3494

25 **FAX:**

26 N/A
27
28

1 ATTACHMENT B

2 SELF-DEALING TRANSACTION DISCLOSURE FORM

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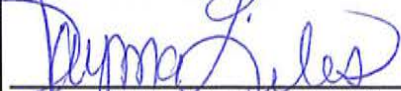
(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first
2 hereinabove written.

3
4 **CONTRACTOR**

5 **Sound Contracting, Inc.**

6 A California corporation

7 
8 (Authorized Signature)

9 Rayma Liles, Vice President

10 
11 (Authorized Signature)

12
13 Eric Peters, Project Manager

14
15 Email Address for Notices:

16 office@soundcontracting.net

17
18 Mailing Address:

19 5654 E. Westover Ave, Suite 101
20 Fresno, CA 93727

21
22 Telephone:

23 (559) 224-2242

24
25 FAX:

26 N/A
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(1) Company Board Member Information:

Name:		Date:	
Job Title:			

(2) Company/Agency Name and Address:

N/A

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):

N/A

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):

N/A

(5) Authorized Signature

Signature:		Date:	
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