COUNTY OF WILLIAMSON

8

# COUNTY ADDENDUM FOR PURCHASE OF GOODS AND SERVICES DURING COVID-19 OPERATIONS (Federal Emergency Management Agency "FEMA" Requirements)

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Federal and Texas law, including but not limited to Federal Emergency Management Agency Rules and Regulations, Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS AGREEMENT is made and entered into by and between Williamson County, Texas (hereinafter "Customer" or "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Detailed to ject the contractor, thereinafter "Vendor"). Customer agrees to engage Vendor as an independent Contractor, to assist in providing certain goods or operational services pursuant to the following terms, conditions, and restrictions:

I.

<u>Incorporated Documents</u>: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. Vendor Quote dated ;
- B. Vendor Sales Agreement;
- C. Williamson County Agreement Addendum; and
- D. Any necessary insurance certificates.

Where there is any conflict between this Addendum and any of the abovereferenced Agreement documents or incorporated documents, the terms of this Addendum shall control. No Waiver of Sovereign Immunity or Powers: Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

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<u>Compliance with All Laws</u>: Vendor agrees and will comply with any and all local, state or federal requirements with respect to the goods or services rendered.

#### IV.

Good Faith: Vendor agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

#### V.

Relationship of the Parties: Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

#### VI.

<u>Texas Law Applicable to Indemnification and Limitation of Liability</u>: All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

#### VII.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the Williamson 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 accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate 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.

#### VIII.

<u>Termination for Convenience</u>: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods received.

#### IX.

Right to Audit: Vendor agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that Customer shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Vendor reasonable advance notice of intended audits. In no circumstances will Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

#### X.

<u>Mediation</u>: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the Agreements relevant to this Agreement.

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<u>Venue and Governing Law</u>: Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

#### XII.

**No Assignment:** This agreement may not be assigned by either party without prior written consent.

# ADDITIONAL REQUIREMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") COMPLIANCE:

#### XIII.

Clean Air Act and The Federal Water Pollution Control Act Compliance:

Vendor 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. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer 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. If applicable, Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### XIV.

Suspension and Debarment: (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### XV.

Recovered Materials: (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe

providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

- (2) 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.
- (3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

#### XVI.

Access to Records: The following access to records requirements apply to this Agreement:

- (1) The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### XVII.

<u>Use of DHS Seals and Related Items</u>: The Vendor shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

#### XVIII.

<u>Compliance with Federal Law and FEMA Rules</u>: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA

policies, procedures, and directives.

#### XIX.

Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended): Vendors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above 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. Each tier 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.

#### XX.

No Federal Government Obligations: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from this Agreement.

#### XXI.

False Claims Act Compliance and Program Fraud Prevention: The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this Agreement.

#### XXII.

<u>County Judge or Presiding Officer Authorized to Sign Agreement</u>: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON	COUNTY:	Vendor:
		11 Begow
Authorized Signa	ature	Authorized Signature
Date:	, 2020	Date: $8/24$ , 2020



WILCO - Tele-Justice Systems and Installs at JP Courts

- TIPS 171001

Quote # 006591 Version 4

## Prepared for:

Williamson County

Bill Gravell ctyjudge@wilco.org



Monday, August 24, 2020

Williamson County Bill Gravell 1821 SE Inner Loop Georgetown, TX 78626 ctyjudge@wilco.org

RE: WILCO - Tele-Justice Systems and Installs at JP Courts - TIPS 171001

Dear Bill,

Thank you for allowing Data Projections the opportunity to present this solution for the Williamson County.

As a leading audio visual communications design/build firm, Data Projections is uniquely qualified for a project of this scope. Our experience includes solutions for:

- Multipurpose rooms and auditoriums equipped with large-venue audio visual technology solutions
- Videoconferencing systems incorporating control and complete room collaboration, allowing for on-demand decision making and communication among remote locations
- Conference, board rooms and training rooms of all shapes and sizes
- Digital signage implementations across enterprise, university, and district campuses for immediate message distribution
- Operation Center's (NOC's, EOC's, SOC's) audio visual command and control systems
- College and university classrooms, lecture halls and labs
- Individual school classrooms to entire districts
- And many more unique applications

Because we partner with the best technology companies in the industry, we're able to provide a wide range of comprehensive solutions built around the specific needs of our customers, while taking into account the technical, capital and logistical factors involved in each project and solution.

Rapid and effective communication is key to staying ahead of the competition. Better communication leads to better decisions - and better results. How do you maintain consistent communication across your organization as well as external audiences? Data Projections' team of professionals will keep you simply connected.

Kind regards,

Mark Mazac Account Executive Austin

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#### Scope Introduction

Data Projections is providing this proposal at the request of Williams County for adding Tele-Justice capabilities and Hallway Overflow displays to all JPC Courts.

-Project Location: Williamson JP Courtrooms To be provided Georgetown, Cedar Park and Round Rock Tx.

-Onsite Point of Contact:

Don Heflin

Williamson County – IT Phone: 512-943-1490 Don.heflin@wilco.org

#### SCOPE OF WORK

Data Projections will provide and integrate new AV equipment and existing AV equipment into all of the WILCO JPC Courtrooms as summarized below.

#### JP 1 - Round Rock

#### Video:

- Qty. 4 Wall Mounted (Swivel Mounts) 75" Displays
  - Since there is no projector like the Justice Center Courts, we're going with a larger display
  - o Displays to be mounted on wall similar to those in Justice Center Courts
- Qty. 1 Panasonic 55" display for overflow outside courtroom
- Qty. 3 OFE Jury Monitors
  - We'll simply connect a NVX Decoder to each of these displays
  - The CAT cable is already in place for these displays
- New HDMI input at Judges Bench
- OFE Barco Clickshare
  - We'll need to keep this in the Courtroom and connect it to an NVX Encoder
- Additional HDMI input location TBD (Doc Cam/other possible source)

#### Video Conferencing:

- System will mirror functionality of Justice Center Courts
- DPI will provide and Integrate a new Cisco VTC to allow for Video Sessions with Remote participants.

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### Executive Summary

- DPI will provide and Install (2) cameras in the Courtroom on either side of projection screen to capture image of Judge's bench and/or Attorney's Tables area.
- The new Cisco Camera feeds will be routed into the Crestron HD-WP-4K-401-C to allow for multiple Camera layouts via the Crestron Touch Panel in the Courtroom to be utilized during Video Sessions.
- The control of the new Cisco System will be programmed into the Crestron Touch Panel to allow for calling/answering/camera(s) control in the Courtroom.

#### Audio System:

- New Speakers
  - Two Zones (Front and Back)
- DSP will have VOIP capabilities similar to Justice Center Courts
- Qty. 4 Gooseneck Microphones
  - o Judge, Witness, Prosecution, Defense
- Soundbar beneath 55" overflow display

#### Control System:

• 10" Touchscreen at Judges bench for system control

#### Miscellaneous Hardware:

- DPI will need 20-25 RU of space in OFE rack in IDF near courtroom
  - We can quote a small rack if need be
- UPS backup system and power conditioners

#### JP 2 – Cedar Park

#### Video:

- Qty. 3 Ceiling Mounted (Column Mounts) 75" Displays
  - Since there is no projector like the Justice Center Courts, DPI will provide and install a larger display
- Qty. 1 Panasonic 55" display for overflow outside courtroom
- New HDMI input at Judges Bench
- Additional HDMI input location TBD (Doc Cam/other possible source)

#### Video Conferencing:

- System will mirror functionality of Justice Center Courts
- DPI will provide and Integrate a new Cisco VTC to allow for Video Sessions with Remote participants.
- DPI will provide and Install (2) cameras in the Courtroom on either side of projection screen to capture image

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of Judge's bench and/or Attorney's Tables area.

- The new Cisco Camera feeds will be routed into the Crestron HD-WP-4K-401-C to allow for multiple Camera layouts via the Crestron Touch Panel in the Courtroom to be utilized during Video Sessions.
- The control of the new Cisco System will be programmed into the Crestron Touch Panel to allow for calling/answering/camera(s) control in the Courtroom.

#### Audio System:

- New Speakers
  - Two Zones (Front and Back)
- DSP will have VOIP capabilities similar to those in Justice Center Courts
- OFE Microphones will be integrated into system
  - o Judge, Witness, Judges Bench, Prosecution, Defense
- Soundbar beneath 55" overflow display

#### Control System:

• 10" Touchscreen at Judges bench for system control

#### Miscellaneous Hardware:

- DPI will provide a small rack in courtroom beside Judge's bench for AV equipment
- UPS backup system and power conditioners

#### JP 3 – Georgetown

This courtroom recently got upgraded not too long ago. DPI will expand upon the current installation to provide VTC and Overflow. System drawings available for reference.

#### Video Conferencing:

- System will mirror functionality of Justice Center Courts
- DPI will provide and Integrate a new Cisco VTC to allow for Video Sessions with Remote participants.
- DPI will provide and Install (2) cameras in the Courtroom on either side of projection screen to capture image of Judge's bench and/or Attorney's Tables area.
- The new Cisco Camera feeds will be routed into the Crestron HD-WP-4K-401-C to allow for multiple Camera layouts via the Crestron Touch Panel in the Courtroom to be utilized during Video Sessions.
- The control of the new Cisco System will be programmed into the Crestron Touch Panel to allow for calling/answering/camera(s) control in the Courtroom.

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#### Executive Summary

#### **Special Notes:**

- -Williamson County will ensure DPI technicians have 2-3 full days of full access to each space for installation and testing of AV Systems in each Courtroom.
- -Williamson County ensures that all existing owner-furnished-equipment (OFE) is in good working condition, if applicable.
- -Williamson County will ensure Facilities Support to have Electrical in place for all new AV equipment.

#### Scope Conclusion:

Upon acceptance of this proposal, provide a signed proposal and Purchase Order including payment method delivered to Data Projections. Installation date will be confirmed once this documentation is received.

#### Change Orders:

As noted elsewhere in this document, no product changes/substitutions nor changes or modifications in equipment location will be made without the express written consent of Williamson County & Data Projections. Any requests for deviation to this contract or incomplete client requirements may result in additional fees.

#### Room 1 - Hardware

Mfr.	Description		Price	Qty	Ext. Price		
JP 1 - Round Rock							
Video Conferencing System	_						
VADDIO	999-9560- 000	ONELINK HDMI CISCO CODEC/CISCO CAM N/A	\$1,534.97	2	\$3,069.94		
Cisco Systems	CS-KITPRO- P60-K9	CISCO WEBEX ROOM KIT PRO P60 - CODEC PRO, P60, TOUCH 10- GPL	\$13,665.06	1	\$13,665.06		
Cisco Systems	CON-ECDN- CSKITPOK	ESS WITH 8X5XNBD ROOM KIT PRO WCODEC PRO	\$2,387.28	1	\$2,387.28		
Cisco Systems	CTS-CAM- P60	CISCO TELEPRESENCE PRECISION 60 CAMERA	\$4,530.91	1	\$4,530.91		
Cisco Systems	CON-ECDN- CTSCAM60	ESS WITH 8X5XNBD CISCO TELEPRESENCE PREC	\$628.64	1	\$628.64		

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#### Room 1 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
CRESTRON	HD-WP-4K- 401-C	4K Multi-Window Video Processor with HDBaseT & HDMI Outputs	\$4,320.99	1	\$4,320.99
Video System	_				
SAMSUNG	QB75R	75-INCH COMMERCIAL 4K UHD LED LCD DISPLAY, 350 NIT - MANUFACTURED IN VIETNAM	\$2,304.88	3	\$6,914.64
PANASONIC SOLUTIONS COMPANY	TH-55SQ1W	4K LCD DISPLAY	\$1,963.41	1	\$1,963.41
CHIEF	MTM1U	Micro-Adjust Tilt Wall Mount Medium	\$149.53	1	\$149.53
Crestron	DM-NVX- 350C	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder Card	\$987.80	5	\$4,939.00
Crestron	DM-NVX- 350	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder	\$823.17	10	\$8,231.70
Crestron	DMF-CI-8	DigitalMedia Card Chassis for DM-NVX-C & DMCF, 8 Slots	\$1,097.56	1	\$1,097.56
Extreme Networks	220-48P- 10GE4	Extreme Switching 220 Series 220-48p-10GE4 - switch - 48 port	\$2,064.00	1	\$2,064.00
		Extreme Networks ExtremeSwitching 220 Series 220-48p-10GE4 - switch - 48 po			
Audio System					
Crestron	SAROS IC6T- W-T-EACH	Saros 6.5" 2-Way In-Ceiling Speaker, White Textured, Single (must be ordered in multiples of 2)	\$140.24	12	\$1,682.88
Extron	60-883-02	Two Channel Amp, 200 watts at 70 volts	\$792.68	1	\$792.68

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#### Room 1 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
Biamp Systems	0451.900	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 32 x 32 channels of Dante, AEC technology (all 12 inputs), 2 channel VoIP, and standard FXO telephone interface	\$2,559.76	1	\$2,559.76
Shure	MXWNCS8	8-CH NETWORKED CHARGING STATION	\$1,493.90	1	\$1,493.90
Shure	MXWAPT8=- Z10	8-CH ACCESS POINT TRANSCEIVER	\$2,865.85	1	\$2,865.85
Shure	MXW8=-Z10	DESKTOP BASE TRANSCEIVER	\$487.80	4	\$1,951.20
Shure	MX415LPDF /C	15" Shock-Mounted Gooseneck, Green/Red LED Ring at bottom, Less Preamplifier, Dual Flexible, Cardioid	\$189.02	4	\$756.08
Crestron	SAROS SB- 200-P-B	Saros Sound Bar 200, Powered, Black	\$304.88	1	\$304.88
Control System					
Crestron	CP3N	3-Series Control System	\$1,585.37	1	\$1,585.37
Crestron	TSW-1060-B -S	10.1 in. Touch Screen, Black Smooth	\$1,463.41	1	\$1,463.41
Crestron	TSW-1060- TTK-B-S	Tabletop Kit for TSS-10 and TSW-1060, Black Smooth	\$152.44	1	\$152.44
Miscellaneous Hardware					
CHIEF	PDRUB	LARGE DUAL ARM W/ UNIVERSAL	\$615.88	4	\$2,463.52
surgex	UPS-2000- OL	ONLINE UPS 2000VA 2RU 20A 5P	\$1,845.01	1	\$1,845.01

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#### Room 1 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
SurgeX	UPS-BPX- 2000	EXT BATTERY PACK UPS-2000- OL	\$586.47	2	\$1,172.94
SurgeX	SX-DS-158	120V 15A SURGE PROTECTION	\$160.06	1	\$160.06
SurgeX	SA-82	SURGE & POWER COND 8A 2PORT	\$257.37	7	\$1,801.59
SurgeX	SX-DS-154	SURGE & POWER FILTER 15A 4PORT	\$283.23	1	\$283.23

Subtotal: \$77,297.46

#### Room 1 Services

Product Details	Ext. Price
Installation Labor	\$6,000.00
Design/Engineering	\$1,950.00
Project Management	\$2,000.00
Programming Labor	\$7,000.00

Subtotal: \$16,950.00

#### Room 2 - Hardware

Mfr.	Description		Price	Qty	Ext. Price	
JP 2 - Cedar Park						
Video Conferencing System						
VADDIO	999-9560- 000	ONELINK HDMI CISCO CODEC/CISCO CAM N/A	\$1,534.97	2	\$3,069.94	
Cisco Systems	CS-KITPRO- P60-K9	CISCO WEBEX ROOM KIT PRO P60 - CODEC PRO, P60, TOUCH 10- GPL	\$13,665.06	1	\$13,665.06	
Cisco Systems	CON-ECDN- CSKITPOK	ESS WITH 8X5XNBD ROOM KIT PRO WCODEC PRO	\$2,387.28	1	\$2,387.28	

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#### Room 2 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
Cisco Systems	CTS-CAM- P60	CISCO TELEPRESENCE PRECISION 60 CAMERA	\$4,530.91	1	\$4,530.91
Cisco Systems	CON-ECDN- CTSCAM60	ESS WITH 8X5XNBD CISCO TELEPRESENCE PREC	\$628.64	1	\$628.64
CRESTRON	HD-WP-4K- 401-C	4K Multi-Window Video Processor with HDBaseT & HDMI Outputs	\$4,320.99	1	\$4,320.99
Video System					
SAMSUNG	QB75R	75-INCH COMMERCIAL 4K UHD LED LCD DISPLAY, 350 NIT - MANUFACTURED IN VIETNAM	\$2,304.88	3	\$6,914.64
PANASONIC SOLUTIONS COMPANY	TH-55SQ1W	4K LCD DISPLAY	\$1,963.41	1	\$1,963.41
Crestron	DM-NVX- 350C	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder Card	\$987.80	5	\$4,939.00
Crestron	DM-NVX- 350	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder	\$823.17	6	\$4,939.02
Crestron	DMF-CI-8	DigitalMedia Card Chassis for DM-NVX-C & DMCF, 8 Slots	\$1,097.56	1	\$1,097.56
Extreme Networks	220-48P- 10GE4	Extreme Switching 220 Series 220-48p-10GE4 - switch - 48 port Extreme Networks ExtremeSwitching 220 Series 220-48p-10GE4 - switch - 48 po	\$2,064.00	1	\$2,064.00
Audio System	1				
Crestron	SAROS IC6T- W-T-EACH	Saros 6.5" 2-Way In-Ceiling Speaker, White Textured, Single (must be ordered in multiples of 2)	\$140.24	12	\$1,682.88
Extron	60-883-02	Two Channel Amp, 200 watts at 70 volts	\$792.68	1	\$792.68

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#### Room 2 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
Biamp Systems	0451.900	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 32 x 32 channels of Dante, AEC technology (all 12 inputs), 2 channel VoIP, and standard FXO telephone interface	\$2,559.76	1	\$2,559.76
Crestron	SAROS SB- 200-P-B	Saros Sound Bar 200, Powered, Black	\$304.88	1	\$304.88
Control System					
Crestron	CP3N	3-Series Control System	\$1,585.37	1	\$1,585.37
Crestron	TSW-1060-B -S	10.1 in. Touch Screen, Black Smooth	\$1,463.41	1	\$1,463.41
Crestron	TSW-1060- TTK-B-S	Tabletop Kit for TSS-10 and TSW-1060, Black Smooth	\$152.44	1	\$152.44
Miscellaneous Hardware					
CHIEF	MTM1U	Micro-Adjust Tilt Wall Mount Medium	\$149.53	1	\$149.53
CHIEF	XCM1U	XL SINGLE COLUMN CEILING MOUNT	\$393.44	3	\$1,180.32
CHIEF	CMA330	OFFSET FIXED CEILING PLATE 1- 1/2 NPT	\$41.71	3	\$125.13
surgex	UPS-2000- OL	ONLINE UPS 2000VA 2RU 20A 5P	\$1,845.01	1	\$1,845.01
SurgeX	UPS-BPX- 2000	EXT BATTERY PACK UPS-2000- OL	\$586.47	2	\$1,172.94
SurgeX	SX-DS-158	120V 15A SURGE PROTECTION	\$160.06	1	\$160.06
SurgeX	SA-82	SURGE & POWER COND 8A 2PORT	\$257.37	3	\$772.11

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#### Room 2 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
SurgeX	SX-DS-154	SURGE & POWER FILTER 15A 4PORT	\$283.23	1	\$283.23
Middle Atlantic	RFR-2428BR	28W24SP28DP RFR RK BL RN	\$910.98	1	\$910.98
Middle Atlantic	RFR-ERRK- 24	RFR EMC REAR RAIL 24SP	\$51.59	1	\$51.59
Middle Atlantic	RFR- CABCOOL50	RFR CABCOOL 50PNL2 GROM	\$185.49	1	\$185.49

Subtotal: \$65,898.26

#### Room 2 - Services

Product Details	Ext. Price
Installation Labor	\$6,000.00
Design/Engineering	\$1,950.00
Project Management	\$2,000.00
Programming Labor	\$6,300.00

Subtotal: \$16,250.00

#### Room 3 - Hardware

Mfr.	Description		Price	Qty	Ext. Price	
JP 3 - Georgetown						
Video Conferencing System						
VADDIO	999-9560- 000	ONELINK HDMI CISCO CODEC/CISCO CAM N/A	\$1,534.97	2	\$3,069.94	
Cisco Systems	CS-KITPRO- P60-K9	CISCO WEBEX ROOM KIT PRO P60 - CODEC PRO, P60, TOUCH 10- GPL	\$13,665.06	1	\$13,665.06	
Cisco Systems	CON-ECDN- CSKITPOK	ESS WITH 8X5XNBD ROOM KIT PRO WCODEC PRO	\$2,387.28	1	\$2,387.28	

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#### Room 3 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
Cisco Systems	CTS-CAM- P60	CISCO TELEPRESENCE PRECISION 60 CAMERA	\$4,530.91	1	\$4,530.91
Cisco Systems	CON-ECDN- CTSCAM60	ESS WITH 8X5XNBD CISCO TELEPRESENCE PREC	\$628.64	1	\$628.64
Extron	60-1259-02	Four Window HDCP-Compliant Multi-Window Processor with HDMI Inputs	\$7,310.98	1	\$7,310.98
Biamp Systems	0308.900	Tesira 4 channel mic/line input expander PoE	\$852.44	1	\$852.44
Video System					
PANASONIC SOLUTIONS COMPANY	TH-55SQ1W	4K LCD DISPLAY	\$1,963.41	1	\$1,963.41
CRESTRON	HD-EXT4-C- B_SYSTEM	4K HDMI over HDBaseT Extender w/Analog Audio, Black	\$609.76	1	\$609.76
CHIEF	MTM1U	Micro-Adjust Tilt Wall Mount Medium	\$149.53	1	\$149.53
Court Camera					
CRESTRON	HD-EXT3-C- B_SYSTEM	4K HDMI over HDBaseT Extender w/IR & RS-232, Black	\$609.76	1	\$609.76
CRESTRON	HD-DA2-4KZ -E	1:2 HDMI Distribution Amplifier w/4K60 4:4:4 & HDR Support	\$243.90	1	\$243.90

Subtotal: \$36,021.61

#### Room 3 - Services

Product Details	Ext. Price
Installation Labor	\$1,200.00
Design/Engineering	\$450.00
Project Management	\$500.00

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#### Room 3 - Services

	xt. Price
Programming Labor \$5	,600.00

Subtotal: \$7,750.00

#### Miscellaneous Materials

Product Details	Ext. Price
Miscellaneous Materials	\$7,867.60
Subtotal:	\$7,867.60

#### Service & Maintenance

Product Details	Ext. Price
Service & Maintenance	\$12,133.01

Subtotal: \$12,133.01

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#### WILCO - Tele-Justice Systems and Installs at JP Courts - TIPS 171001



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Quote Information:

Quote #: 006591

Version: 4

Delivery Date: 08/24/2020 Expiration Date: 09/24/2020

#### **Quote Summary**

Description	Amount
Room 1 - Hardware	\$77,297.46
Room 1 Services	\$16,950.00
Room 2 - Hardware	\$65,898.26
Room 2 - Services	\$16,250.00
Room 3 - Hardware	\$36,021.61
Room 3 - Services	\$7,750.00
Miscellaneous Materials	\$7,867.60
Service & Maintenance	\$12,133.01

Subtotal: \$240,167.94

Shipping: \$1,953.50

Total: \$242,121.44

#### **Payment Options**

Description	Payments	Interval	Amount
Payment Options			
Net 30	1	One-Time	\$242,121.44

Other service options available. Contact your sales representative.

By signing this agreement, you are accepting our Terms and Conditions. This does not negate the need for a purchase order or any other purchasing requirement which your company necessitates. Data Projections reserves the right to require a customer down payment/deposit contingent on the creditworthiness of the customer.

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# Austin Williamson County Signature: Mark D. Wazac Name: Mark Mazac Name: Bill Gravell Title: Account Executive Date: 08/24/2020

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#### **TERMS AND CONDITIONS**

#### **Notice**

This Scope of Work is delivered on the basis of the following Assumptions:

- Site preparation by the Customer includes electrical, wall reinforcement, telephone and data network infrastructure placement per Data Projections specification.
- All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by Data Projections project manager.
- In Room(s) where installation is to be completed are to be made available for Data Projections exclusive use on the days of the scheduled installation. Unless specifically arranged in advance, rooms will be available during normal business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM excluding holidays. All required spaces (rooms, access points, etc.) must be available at the start of the installation and remain available for the duration of the Project. Any required space that is unavailable during the scheduled installation time frame may result in delayed delivery of the Project and/or additional charges. Additional rates will only be applied after execution of Data Projections generated Project Change Request according to the Change Management Procedure section following and signed approval by Owner or Owner's representative.
- The project schedule must allow for sufficient time for completion of all installation and final testing of systems prior to occupancy of the site. If sufficient time is not allowed, Data Projections will be held harmless for systems that do not meet requirements. In this case, all costs associated with completion of work, including overtime labor rates, will be considered outside the scope of this offering and billable to the Client. Unless otherwise stated, the installation shall be scheduled contiguously from start to finish. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such prior to acceptance of this SOW. If notification is made after initial acceptance of this SOW, Change Management Procedure section following shall be implemented and additional charges may apply. Data Projections reserves the right to revise the proposal/scope of work based upon information obtained from subsequent site surveys and other sources not available at the time of that the original proposal was issued
- Data Projections reserves the right to substitute equipment of similar specifications should any of the specified equipment be unavailable at time of order from the manufacturer. This will be done in an effort to maintain the completeness of the proposed audiovisual system and meet the anticipated installation schedule. Data Projections will notify the client in the event there is a need for any equipment substitutions.
- There is secure storage for equipment during a multiple-day integration. If secure storage is not available for the duration of the multiple day integration period, Data Projections reserves the right to; delay the installation until secure storage is available which could result in project completion delays and additional storage and delay fees; payment in full for the materials and equipment that cannot be secured thus constituting transfer of ownership and relieving Data Projections of its responsibility and liability for security and protection of said materials and equipment against damage and theft.
- If Customer furnished equipment and existing cabling is to be used, Data Projections assumes that these items are in good working condition and will integrate into the designed solution. Any repair, replacement

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and/or configuration of these items that may be necessary will be made at an additional cost.

- All Network configurations including IP addresses are to be provided, operational and functional before
  Data Projections' integration begins. Data Projections will not be responsible for testing the LAN
  connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on touch panel layout / correspondence will be completed by the Customer within two business days. {unless otherwise noted}

#### Integration Project Management Processes

Data Projections will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Needs Analysis performed prior to Scope of Work
- Project Welcome Notice emailed upon receipt of Purchase Order/Notice to proceed
- Project Kick-Off meeting with Customer Representative(s) either by phone or in-person
- Project Status updates informal or formal either by phone, email or in-person (based on the size/complexity/duration of the project)
- Project Change Control comprised of Field Directed Change Order and/or Contract Change Order submittals
- Substantial Completion– Customer walk-through and user acceptance training prior to Service transition (if purchased)

#### **User Acceptance Training**

This is geared specifically towards the end-user / operator. The purpose of this training is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system.

Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut Down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

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#### Change Management Procedure

Any changes to the Scope of the project that effect the contractual value of the project must be in writing signed by the Customer and an authorized representative of Data Projections, Inc. Oral changes to the project scope, equipment or materials shall not be binding upon the parties. Changes may impact the ability of Data Projections, Inc. to deliver the desired solution per the original terms of the Contract. After acceptance of this Scope of Work, such signed and approved change orders will be incorporated by reference into and become part of this Contract and will be processed in accordance with the Change Management Procedure detailed below.

#### **Proprietary Notice**

This proposal contains confidential information and intellectual property of Data Projections and may be legally privileged. Recipient agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for evaluation of its contents.

#### Payment Schedule

The total for this proposal/project is presented as a "not to exceed" unless Data Projections and the "client" agree to add hardware, software or functionality not specifically addressed in this Statement of Work/Executive Summary. The payment schedule outlined in the Payment Options section is contingent on the established line of credit approved by the company. If credit terms are extended, the standard terms are NET 30 days. If credit terms are not requested or extended, payment will be required in full before hardware is ordered or installation dates are scheduled.

#### Returns

The approval of product returns is at the discretion of Data Projections and requires a return authorization number. Products that are defective will be repaired, replaced or credited in accordance with the manufacturer's warranty. Goods returned for reasons other than warranty or defect must be in original, undamaged and untarnished condition and must include all original packaging, documentation and accessories. Restocking fees may apply to the items being returned. Any custom ordered products cannot be returned. Please consult Data Projections for additional details.

#### Warranty

All new equipment provided by Data Projections includes each manufacturer full warranty from the date of invoice. Data Projections will honor all warranty requirements as depot service. Any additional fees outside the manufacturer warranty will be charged accordingly. Data Projections supplies a 90-day workmanship warranty from the date of completion of said system, unless superseded by an extended warranty, service agreement and/or preventative maintenance agreement. Data Projections warrants the system to be free of defects in materials and workmanship and fit for the intended purpose. This warranty does not cover equipment or system abuse, misuse including, but not limited to, operating outside of environmental, electrical, temperature or humidity specifications, system alterations neither approved nor performed by Data Projections; or repair by a service facility other than those authorized by the manufacturer.

#### Indemnification

Data Projections agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, director and employees (Collectively, Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Data Projections' negligent performance of professional services

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under this Agreement and that of its subcontractors or anyone for whom Data Projections is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Data Projections, its officers, directors, employees and sub-consultants (collectively, Data Projections) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Data Projections shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

#### No Hire Policy

During the term of the Contract, and for a period of one (1) year after the termination of the Contract, or the completion of the Project, whichever is later, the Client agrees that it will not directly solicit the employment of any individual that was employed by Data Projections during the term of the Contract. In the event Client breaches this provision, the parties agree that it would be difficult to establish the precise amount of damages incurred by Data Projections as a result of such conduct, and therefore the parties agree that immediately upon hiring said individual, Client shall pay to Data Projections an amount equal to 50% of the gross annual salary or wages paid to the individual in question during the twelve months prior to the termination of that individual's employment with Data Projections. This fee shall not apply if the individual responds to a general employment advertisement through newspapers, on-line job boards or postings, agencies, open house, or job fairs.

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