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## WILLIAMSON COUNTY SERVICE CONTRACT

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, 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 SERVICES CONTRACT** (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and Data Projections, Inc. (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

### I.

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in the attached Quote(s)/Proposal(s) being marked as **Exhibit “A,”** which is incorporated herein to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County’s solicitation, if applicable

Should the County choose to add services in addition to those described in **Exhibit “A,”** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit “A.”** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

### II.

**Effective Date and Term:** This Contract shall be in full force and effect as of the date of the last party’s execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is

defined as the date by which all services and obligations outlined in Exhibit “A” shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before September 30, 2024, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit “A”, this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

### III.

**Consideration and Compensation:** Service Provider will be compensated based on a fixed sum as set out in **Exhibit “A”**. The not-to-exceed amount shall be \$353,347.88.

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 contract; (2) the date the performance of the service under the contract 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.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

### IV.

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee

Bodily Injury by Disease

\$500,000 Policy Limit

- c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSONPER OCCURRENCE	
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:	\$2,000,000	

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSONPER OCCURRENCE	
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

## V.

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

## VI.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

## VII.

**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 Williamson County Commissioners Court, or the Williamson County Judge.

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

## VIII.

**Compliance With All Laws:** Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or

regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

#### **IX.**

**Termination:** This Contract 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.

#### **X.**

**Venue and Applicable Law:** Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

#### **XI.**

**Severability:** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

#### **XII.**

**Right to Audit:** Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

#### **XIII.**

**Good Faith Clause:** Service Provider agrees to act in good faith in the performance of this Contract.

#### **XIV.**

**No Assignment:** Service Provider may not assign this Contract.

#### **XV.**

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access

confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

## **XVI.**

**Foreign Terrorist Organizations:** Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

## **XVII.**

**Public Information:** Service Provider understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

## **XVIII.**

**Damage to County Property:** Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

## **XIX.**

**Media Releases:** Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

## **XX.**

**Authorized Expenses:** In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf \(wilco.org\)](#). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

## **XXI.**

**Entire Contract & Incorporated Documents; Conflicting Terms:** This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this

Contract include the following:

- A. As described in the attached Quote(s)/Proposal(s), and being marked **Exhibit "A,"** which is incorporated to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable;
- B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow; and
- C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

## XXII.

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

### WILLIAMSON COUNTY:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
County Judge/Presiding Officer

Date: \_\_\_\_\_, 20\_\_\_\_

### SERVICE PROVIDER:

**Data Projections, Inc.**

\_\_\_\_\_  
Name of Service Provider

**Megan Stasio**

\_\_\_\_\_  
Authorized Signature

**Megan Stasio**

Digitally signed by Megan Stasio  
Date: 2023.09.18 12:55:15  
-05'00'

\_\_\_\_\_  
Printed Name

Date: **September 18**, 20**23**

**Exhibit “A”  
Quote/Proposal**





DATA  
PROJECTIONS

**WILCO - AV Systems and Display Upgrades - ESOC Facility**

Quote Number: [REDACTED]

Contract Number: TIPS 230105

Date: 06/15/2023

Expiry Date: 09/29/2023

Prepared for:

**Williamson County**

Don Heflin

Don.Heflin@Wilco.Org





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

As a leading audiovisual 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 audiovisual technology solutions
- Videoconferencing systems incorporating control and complete room collaboration, allowing for on-demand decision making and communication among remote locations
- The conference, board rooms, and training rooms of all shapes and sizes
- Digital signage implementations across the enterprise, university, and district campuses for immediate message distribution
- Operation Center's (NOC's, EOC's, SOC's) audiovisual 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,

Data Projections, Inc.



# DATA PROJECTIONS

Data Projections, Inc  
3700 W. Sam Houston Pkwy S.  
Ste 525  
Houston, TX 77042  
Tel: 866.CALL.DPI (225.5374)  
[www.dataprojections.com](http://www.dataprojections.com)

## Scope Introduction

Data Projections is providing this proposal at the request of Williamson County for Audio Visual System Upgrades at the ESOC Facility.

### **-Project Location:**

Williamson County - ESOC  
911 Tracy Chambers Lane  
Georgetown, TX 78626

### **-Onsite Point of Contact:**

Don Heflin  
Williamson County  
Phone: 512-409-6222  
[Don.Heflin@wilco.org](mailto:Don.Heflin@wilco.org)

## SCOPE OF WORK - WILCO ESOC AV Systems Upgrades

Data Projections will provide AV Equipment, Services, and Misc. Materials at ESOC to augment and upgrade the AV Systems that were previously installed several years ago by another vendor. Current AV System at ESOC is mostly functional, but has outdated displays, hardware issues/failures from IDF and needs updating. DPI and Williamson County are working to get Phase I deployed in preparation of quoting Phase II that would entail potential replacement of distributed CATV System with AV over IP solution and new Control Systems.

### **Display Replacements - Offices, Hallways, Common Areas**

DPI will provide and install QTY (10) 32" will be mounted on (10) articulating mounts in the following areas. The current displays, mounts and unnecessary existing hardware will be removed and given back the Williamson County ESOC.

#### **(QTY) Location:**

- (1) Quiet Room 25
- (1) Lobby Room 5
- (2) Conf Room 56
- (1) AV Room 58
- (2) Ares Room 57
- (2) ITS/GIS Room 75



- (1) Server Room 76

DPI will provide and install QTY (16) 43" Displays will be mounted on (16) articulating mounts in the following areas. The current displays, mounts and unnecessary existing hardware will be removed and given back the Williamson County ESOC.

(QTY) Location:

- (2) Media Room 6
- (1) ES Admin Room 15
- (1) Comms Admin Room 16
- (3) JIC/Copy Room 30
- (2) Comms Trng Coord Room 48
- (1) QAQI Room 49
- (1) Comms Sups/Payroll Room 50
- (1) IT Support Room 52
- (1) Logistics Coord Room 53
- (1) EM Coord Room 60
- (1) EM Coord Room 61
- (1) WCSO TLETS Room 72

DPI will provide and install QTY (10) 50" Displays will be mounted on (10) articulating mounts in the following areas. The current displays, mounts and unnecessary existing hardware will be removed and given back the Williamson County ESOC.

(QTY) Location:

- (1) EM Deputy Dir Room 12
- (2) EM Director Room 10
- (1) Admin Manager Room 9
- (2) Sr. Director Room 8
- (1) PSD Manager Room 26
- (1) Compliance Manager Room 28
- (1) Comms Manager Room 51
- (1) Comms Manager Room 54

DPI will provide and install QTY (5) 55" Displays on (5) articulating mounts in the following areas. The current displays, mounts and unnecessary existing hardware will be removed and given back the Williamson County ESOC.





(QTY) Location:

- (1) Comms Director Room 20
- (1) Conf Comms Exec Room 19
- (1) Comms Deputy Director Room 18
- (1) Break Room 79
- (1) Conference (Briefing) Room 56

DPI will provide and install QTY (2) 75" Displays will be mounted on (2) articulating mounts in the following area. The current displays, mounts and unnecessary existing hardware will be removed and given back the Williamson County ESOC.

(QTY) Location:

- (2) Gym Room 81

### Comms Floor

DPI will provide and install QTY (10) 85" Displays will be mounted on (10) articulating mounts in the "Comms Floor Room 40" area. The current displays, mounts and unnecessary existing hardware will be removed and given back the Williamson County ESOC. (10) HDTV RF Tuners will be mounted behind each display and connected to the display via HDMI 1. The RF system will be connected via the RF input to the existing RF wall output. The existing Crestron receivers will be connected to HDMI 2 on all displays as well as the RS232 connection. Input and power control will be available via a new Crestron table-top touch panel. A Crestron Transmitter will be used to send a video signal to each display and input selection for each display will be controlled by the Touch Panel.

### EOC

DPI will provide and install QTY (1) Projector will be ceiling mounted to the existing projector pole mount. A new projector mount interface will be provided to accommodate the update model. The projector will be connected to the existing Crestron receiver via HDMI input 1 and RS232. The Crestron system will control power on/off and set the input to HDMI 1. The system will use four Crestron transmitters mounted under each table and one Crestron wall input transmitter mounted in the room for video transport. The Crestron control system will be able to control the projector's power on/off, and select the Crestron transmitters input source.

DPI will provide and install QTY (1) 164" Fixed projection screen will be wall mounted and aligned with the new projector.

DPI will de-install existing displays and give to Wilco for storage or responsible disposal.



## EOC Expanded/Training

DPI will provide and install QTY (6) 75" Displays will be mounted on (6) articulating mounts in the "EOC Training" area. The current displays, mounts and unnecessary existing hardware will be removed and given back the Williamson County ESOC. (6) new HDTV RF Tuners will be mounted behind each display and connected to the display via HDMI 1. The RF system will be connected via the RF input to the existing RF wall output. The displays ON/OFF function will be controlled via a provided manufacturers remote. The existing Crestron receivers will be connected to HDMI 2 on all displays as well as the RS232 connection. Input and power control will also be available via a new Crestron table-top touch panel.

DPI will provide and install QTY (3) Projectors will be ceiling mounted to the existing projector pole mount. A new projector mount interface will be provided to accommodate the update model. The projector will be connected to the existing Crestron receiver via HDMI input 1 and RS232. The Crestron system will control power on/off and set the input to HDMI 1.

DPI will provide and install QTY (3) 164" Fixed projection screens will be wall mounted and aligned with the new projectors.

DPI will provide and install QTY (1) Wireless microphone receiver will be provided, and ceiling mounted.

DPI will provide and install QTY (4) Wireless microphones will be provided and connected to the wireless receiver. (2) Handheld, (2) Lavalier.

DPI will provide and install QTY (2) PTZ Camera will be provided, and wall mounted. One camera will be speaker facing while the other will be audience facing. Exact locations will be determined by the client.

DPI will provide and install QTY (1) 2x1 AV Bridge at the front of the room and connected to the PTZ cameras. The AV Bridge will connect vial USB to the OFE PC or the OFE Laptop for via a USB Toggle switch.

DPI will provide and install QTY (1) USB Toggle Switch.

DPI will provide and install QTY (1) Dante enabled DSP will be mounted in the IDF.

DPI will provide and install QTY (2) HDMI Extenders will be provided and installed to extend the HDMI signal of the PTZ Cameras.

DPI will provide and install QTY (1) Crestron Table-top Touch Panel.

Notes: The Expanded EOC will have the ability to make video conferencing calls utilizing the provided equipment and owner furnished equipment. The OFE Crestron system will control the volume, Projector/display power on/off/input, mic levels, and input source (PC or Laptop). The room will use the existing speakers, amp, Crestron matrix, Crestron HDMI transmitter, and the new Crestron control system. The source of the projectors will be controlled via the Crestron touch panel and the sources will be selectable between "PC" and "Laptop".

The client will provide a desk or table to mount the new equipment for easy access. The equipment at the desk/table will be mounted neatly underneath. This equipment will give the users access to an HDMI input and USB input. The USB connection will provide the Camera and Microphone feeds for video conferencing.

## QMOD IDF/MECHANICAL



DPI will provide and install QTY (14) HDMI Encoders to the existing RF system allowing for more RF "Channels".

DPI will provide and install QTY (1) Crestron Touch Panel will be wall mounted and be configured as the "Master Controller". This panel will be able to control the functionality of all the rooms and displays connected via RS232.

DPI will provide and install QTY (2) Crestron Control Processors will be installed in place of the existing "older" Crestron processors to maintain and add new functionality.

#### **General Notes:**

DPI will relocate the coax/rf receptacles in rooms 9, 15, and 26. Receptacles will be placed behind the locations of the new displays.

#### **Special Notes:**

-Williamson County will provide power for all AV equipment and will ensure DPI technicians have ample time and full access to the space for diagnostics and testing.

-Williamson County will provide IT and Facilities Support for Network, Electrical, HVAC, and/or physical limitations that may be incurred.

-Williamson County will provide Source code from original vendor's installation for DPI to modify. If source code is not available, programming time and fees will need to be modified by DPI to allow for new code development.

-Williamson County will provide ample time and access onsite at ESOC facility for installation and testing of AV Systems.

#### **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.





# DATA PROJECTIONS

Data Projections, Inc  
3700 W. Sam Houston Pkwy S.  
Ste 525  
Houston, TX 77042  
Tel: 866.CALL.DPI (225.5374)  
www.dataprojections.com

## COMMS FLOOR - HARDWARE

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
QM85R-B	SAMSUNG	85INCH/3840X2160/500NITS/8MS	10.00	\$4,310.84	\$43,108.40
5122-001	CONTEMPORARY RESEARCH	ATSC-MINI HDTV TUNER	10.00	\$882.60	\$8,826.00
VXF730-B2	SANUS	ADVANCED FULL-MOTION PREMIUM TV MOUNT FOR 46" TO 95" TVS	10.00	\$418.62	\$4,186.20
TS-770-W-S	CRESTRON	7 IN. TABLETOP TOUCH SCREEN, WHITE SMOOTH	1.00	\$1,561.73	\$1,561.73
DM-TX-201-C	CRESTRON	DIGITALMEDIA 8GPLUS TRANSMITTER 201	1.00	\$882.72	\$882.72

COMMS FLOOR - HARDWARE SUBTOTAL: \$58,565.05

## EOC - HARDWARE

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
TS-770-W-S	CRESTRON	7 IN. TABLETOP TOUCH SCREEN, WHITE SMOOTH	1.00	\$1,561.73	\$1,561.73
DM-TX-201-C	CRESTRON	DIGITALMEDIA 8GPLUS TRANSMITTER 201	4.00	\$882.72	\$3,530.88
DM-TX-4KZ-100-C-1G-W-T	CRESTRON	DIGITALMEDIA 8G+ 4K60 4:4:4 HDR WALL PLATE TRANSMITTER, WHITE	1.00	\$679.01	\$679.01
V11HA25020	EPSON	EPSON POWERLITE L730U PROJECTOR WIFI	1.00	\$3,987.65	\$3,987.65
RPMAU	CHIEF	UNIVERSAL RPMA	1.00	\$233.77	\$233.77
24488	DALITE	UTB CONTOUR 164" DIAGONAL FIXED SCREEN .06 PROGRESSIVE	1.00	\$3,155.56	\$3,155.56

EOC - HARDWARE SUBTOTAL: \$13,148.60

## EOC EXPANDED/TRAINING - HARDWARE

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
QM75B	SAMSUNG	75INCH/3840X2160/500NIT	6.00	\$3,726.83	\$22,360.98
5122-001	CONTEMPORARY RESEARCH	ATSC-MINI HDTV TUNER	6.00	\$882.60	\$5,295.60
VXF730-B2	SANUS	ADVANCED FULL-MOTION PREMIUM TV MOUNT FOR 46" TO 95" TVS	6.00	\$418.62	\$2,511.72
V11HA25020	EPSON	EPSON POWERLITE L730U PROJECTOR WIFI	3.00	\$3,987.65	\$11,962.95
RPMAU	CHIEF	UNIVERSAL RPMA	3.00	\$233.77	\$701.31
24488	DALITE	UTB CONTOUR 164" DIAGONAL FIXED SCREEN .06 PROGRESSIVE	3.00	\$3,155.56	\$9,466.68
TS-770-W-S	CRESTRON	7 IN. TABLETOP TOUCH SCREEN, WHITE SMOOTH	1.00	\$1,561.73	\$1,561.73
MXWAPT4--Z10	SHURE	4-CH ACCESS POINT TRANSCEIVER	1.00	\$2,545.68	\$2,545.68
MXWNCS4	SHURE	4-CH NETWORKED CHARGING STATION	1.00	\$1,332.10	\$1,332.10
MXW2/SM58--Z10	SHURE	HANDHELD TRANSMITTER WITH SM58 MICROPHONE (INCLUDES ONE SB902 BATTERY)	2.00	\$527.16	\$1,054.32
MXW1/O--Z10	SHURE	BODYPACK TRANSMITTER WITH INTEGRATED OMNIDIRECTIONAL MICROPHONE AND 4-PIN MINI CONNECTOR (TA4M) (INC	2.00	\$539.51	\$1,079.02
SB901A	SHURE	MXW BODYPACK, BOUNDARY, AND DESKTOP BASE BATTERY	2.00	\$29.63	\$59.26
WL183	SHURE	MICROFLEX OMNIDIRECTIONAL LAVALIER MICROPHONE	2.00	\$111.11	\$222.22
999-8250-000	VADDIO	AV BRIDGE 2X1 N/A	1.00	\$2,777.35	\$2,777.35
911.0091.900	BIAMP	TESIRAFORTÉ X 400	1.00	\$3,055.56	\$3,055.56
TOGGLE	INOGENI	INOGENI TOGGLE	1.00	\$434.01	\$434.01
PAPTZ310W	AVER	AVER PTZ310W PROFESSIONAL LIVE STREAMING PTZ CAMERA (WHITE)	2.00	\$1,575.17	\$3,150.34
COMSVCMT	AVER	AVER CAMERA MOUNT L-TYPE FOR WALL FOR PTZ AND PTC/TR SERIES	2.00	\$97.80	\$195.60
HD-EXT3-C-W_SYSTEM	CRESTRON	4K HDMI OVER HDBASET EXTENDER WITH IR AND RS-232, WHITE	2.00	\$679.01	\$1,358.02

EOC EXPANDED/TRAINING - HARDWARE SUBTOTAL: \$71,124.45





# DATA PROJECTIONS

Data Projections, Inc  
3700 W. Sam Houston Pkwy S.  
Ste 525  
Houston, TX 77042  
Tel: 866.CALL.DPI (225.5374)  
www.dataprojections.com

## GYM - HARDWARE

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
BE75T-H	SAMSUNG	75"3840X2160 COMMERCIAL TV CRYSTAL UDH, 250 NIT, 16/7	2.00	\$1,145.12	\$2,290.24
VXF730-B2	SANUS	ADVANCED FULL-MOTION PREMIUM TV MOUNT FOR 46" TO 95" TVS	2.00	\$418.62	\$837.24
GYM - HARDWARE SUBTOTAL:					\$3,127.48

## IDF-AV ROOM - HARDWARE

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
5098-001	CONTEMPORARY RESEARCH	QMOD-HDMI 2 HDTV MODULATOR-IPTV ENCODER (CRC-QMOD-HDMI2)	14.00	\$1,864.46	\$26,102.44
CP4N	CRESTRON	4-SERIES CONTROL SYSTEM	2.00	\$1,901.23	\$3,802.46
TSW-770-B-S	CRESTRON	7 IN. WALL MOUNT TOUCH SCREEN, BLACK SMOOTH	1.00	\$1,406.17	\$1,406.17
IDF-AV ROOM - HARDWARE SUBTOTAL:					\$31,311.07

## ROOM LOCATION ON SOW - HARDWARE

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
HG32NJ690FFXZA	SAMSUNG	32" HOSPITALITY DISPLAY QLED RJP RF IN	10.00	\$454.88	\$4,548.80
BE43T-H	SAMSUNG	43"3840X2160 COMMERCIAL TV CRYSTAL UDH, 250 NIT, 16/7	16.00	\$410.98	\$6,575.68
BE50T-H	SAMSUNG	50"3840X2160 COMMERCIAL TV CRYSTAL UDH, 250 NIT, 16/7	10.00	\$521.95	\$5,219.50
BE55T-H	SAMSUNG	55"3840X2160 COMMERCIAL TV CRYSTAL UDH, 250 NIT, 16/7	5.00	\$553.66	\$2,768.30
MWRUB	CHIEF	MID SIZE SWING ARM	41.00	\$494.24	\$20,263.84
ROOM LOCATION ON SOW - HARDWARE SUBTOTAL:					\$39,376.12

## OTHER ITEMS - SERVICES 1

Installation Services Details	TOTAL PRICE
PROJECT MANAGEMENT	\$6,000.00
DESIGN/ENGINEERING	\$18,000.00
INSTALLATION LABOR	\$46,200.00
PROGRAMMING LABOR	\$24,000.00
COMMISSIONING LABOR	\$6,600.00
OTHER ITEMS - SERVICES SUBTOTAL:	\$100,800.00

## MISCELLANEOUS MATERIALS

PART NUMBER	MISCELLANEOUS DETAILS	QTY	UNIT PRICE	TOTAL PRICE
MISCELLANEOUS MATERIALS	- MISCELLANEOUS MATERIALS	1.00	\$11,965.04	\$11,965.04
MISCELLANEOUS MATERIALS SUBTOTAL:				\$11,965.04

## SERVICE AGREEMENT & MAINTENANCE

Service Agreement Details	TOTAL PRICE
SILVER MAINTENANCE AGREEMENT 1 YR	\$13,959.21
SERVICE AGREEMENT & MAINTENANCE SUBTOTAL:	\$13,959.21



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## WILCO - AV Systems and Display Upgrades - ESOC Facility

### Prepared by:

Data Projections, Inc.

Branch: Austin, TX

Mark Mazac

(512) 271 6538

mmazac@dataprojections.com

### Job Location:

WILCO - ESOC

911 Tracy Chambers Lane

Georgetown, TX 78626

Don Heflin

Don.Heflin@Wilco.Org

### Quote Information:

Quote Number [REDACTED]

Date: 06/15/2023

Expiry Date: 09/29/2023

P.O. No:

Contract No: TIPS 230105

## Quote Summary

DESCRIPTION	AMOUNT
COMMS FLOOR - HARDWARE	\$58,565.05
EOC - HARDWARE	\$13,148.60
EOC EXPANDED/TRAINING - HARDWARE	\$71,124.45
GYM - HARDWARE	\$3,127.48
IDF-AV ROOM - HARDWARE	\$31,311.07
ROOM LOCATION ON SOW - HARDWARE	\$39,376.12
OTHER ITEMS - SERVICES	\$100,800.00
MISCELLANEOUS MATERIALS	\$11,965.04
SERVICE AGREEMENT & MAINTENANCE	\$13,959.21
Subtotal:	\$343,377.02
Shipping:	\$9,970.86
Estimated Tax:	\$0.00
Total:	\$353,347.88

Interested in our AVaaS offering or other service options? 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.

### Data Projections, Inc.

SIGNATURE: Mark D. Mazac

NAME: Mark Mazac

TITLE: Account Executive

DATE: 09/08/2023

### Williamson County

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



## GENERAL TERMS AND CONDITIONS

### Exclusions

The following work is **not included** in our Scope of Work:

- All conduit, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling.
- Firewall, ceiling, roof, and floor penetration.
- Necessary gypsum board replacement and/or repair.
- Necessary ceiling tile or T-bar modifications, replacements, and/or repairs.
- All millwork (moldings, trim, cut-outs, etc.).
- Patching and Painting.
- Permits (unless specifically provided for and identified within the contract).

### This Scope of Work is delivered based on 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 before the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by the Data Projections project manager.
- In-Room(s) where installation is to be completed is 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 timeframe 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 before 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 the 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 before acceptance of this SOW. If notification is made after initial acceptance of this SOW, the 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 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 the 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.
- Client is to provide 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 are to be used, Data Projections assumes that these items are in good working condition and will integrate into the designed solution. Any troubleshooting, repair, replacement, 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 the 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

## 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 before 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– Client walk-through and user acceptance training before project is transitioned to Service department

## 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 of training 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 a control system
- Manual operation of display systems, audio systems, and all other related components
- Use/operation of patch panels, when and where to be used
- Who to contact if help is required.

## 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 Client 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.

## Proprietary Notice

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

## Returns

The approval of product returns is at the discretion of Data Projections and the specified manufacturer and requires a return authorization number if the request is approved. 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 requested in a timely manner and must be in their 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 are not eligible to be returned. Please consult Data Projections for additional details.

## **Warranty**

All new equipment provided by Data Projections includes each manufacturer's full warranty from the date of invoice. Data Projections will honor all manufacturer warranty requirements as depot service. Data Projections supplies a 90-day workmanship warranty from the date of completion of the said system unless superseded by an extended warranty, or Data Projections service 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 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 subcontractors (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.

## **Payment Terms**

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. If the project is delayed due to the client or client's facility not being ready within the agreed upon timeframes, or as a result of backorder delays outside of Data Projection's control, the Client may be requested to issue payment for the hardware as it is physically received.

Data Projections will assess a surcharge of 2.29% on all credit card transactions to cover our processing costs. The surcharge imposed will not be greater than the direct cost incurred from the processing of credit card payments. Data Projections does not surcharge debit card transactions.

**\*Due to component shortages and backorder delays, Data Projections reserves the right to progress bill for all projects impacted by delays outside of Data Projection's control. Progress billing may include hardware received and stored by Data Projections or the client, and for services rendered at the time of billing.**