

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**COUNTY ADDENDUM  
FOR  
SERVICES CONTRACT  
(EQUIPMENT INSTALL)  
(ESOC Exec Conf Room Upgrades)  
(TIPS Contract # [REDACTED])**

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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 such procurement is subject to the extent authorized by Texas law, including but not limited to 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 CONTRACT is made and entered into by and between **Williamson County, Texas** (“The County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Technology for Education LLC d/b/a TFE Connect**, a Texas LLC (“TFE”). The County agrees to engage TFE to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

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

- A. TFE Quote# [REDACTED];
- B. TIPS Contract # [REDACTED];
- C. This Williamson County Contract Addendum; and
- D. Any necessary insurance certificates.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

## II.

**No Waiver of Sovereign Immunity or Powers:** Nothing in the contract relevant to this addendum 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.

## III.

**Compliance with All Laws:** TFE expressly agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

## IV.

**Good Faith:** TFE expressly agrees to act in good faith in the performance of the contract relevant to this addendum.

## V.

**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 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.

## VI.

**Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving fourteen (14) 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 actually received.

## VII.

**Right to Audit:** TFE expressly 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 TFE which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. TFE expressly agrees that The County shall have access during normal working hours to all necessary TFE 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 TFE reasonable advance notice of intended audits. In no circumstances will TFE be required to create or maintain documents not kept in the ordinary course of TFE's business operations, nor will TFE be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

### VIII.

**Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this contract.

### IX.

**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 addendum on behalf of The County.

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:

TFE:

Valerie Covey, Presiding Officer, Commissioner Pct 3



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

Date: Jul 15, 2021, 2021

\_\_\_\_\_  
Authorized Signature Joanna Herrera, PMP

Date: June 29, 2021



2 Sierra Way, Ste 105 | Georgetown, Texas 78626 | (P) 888.902.5563  
 1999 Gulfmart Street, Ste 515 | San Antonio, Texas 78217 | (P) 210.504.6945

www.tfeconnect.com

To: Williamson County

Quote#: [REDACTED]

Date: June 23, 2021

Attn: [REDACTED]

Account Manager: Joanna Herrera

RE: ESOC Exec Conf Room [REDACTED]

AV Design Engineer: Dan Stout, CTS

Qty	Part #	Description	Price Each	Extended
1	RCS-1824	Middle Atlantic Essex Floor Rack	\$ 559.00	\$ 559.00
1	PD-915R	Middle Atlantic Power Distribution	\$ 130.00	\$ 130.00
1	75UT640S0UA	LG 75" FPD	\$ 2,236.00	\$ 2,236.00
2	43UT640S0UA	LG 43" FPD	\$ 724.00	\$ 1,448.00
1	TS525TU	Chief Large Flat Panel Swing Arm Mount	\$ 442.00	\$ 442.00
2	TS325TU	Chief Medium Flat Panel Swing Arm Mount	\$ 328.00	\$ 656.00
1	NOTE	Owner To Provide Backing for Displays	\$ -	\$ -
1	PROGRAMMING	TFE Room Control and programming redesign	\$ -	\$ -
1	MISC	TFE HDMI Interconnects, Passthrough, and Plates	\$ 765.00	\$ 765.00
1	RENO	TFE Remove and Rewire Existing	\$ 1,765.00	\$ 1,765.00
1	TFE-FREIGHT	Freight, Shipping	\$ 272.00	\$ 272.00
1	TFE-MISC	Miscellaneous Installation Costs	\$ 408.00	\$ 408.00
2 hrs.	TFE-TRAINING	Training	\$ 120.00	\$ 240.00
1	TFE-MGMNT	Project Management	\$ 158.00	\$ 158.00
1	TFE-LABOR	Labor, Installation and Testing	\$ 7,059.00	\$ 7,059.00
			<b>Total</b>	<b>\$ 16,138.00</b>

#### Terms and Conditions

- \* Pricing is based on an eight (8) hour workday, Monday through Friday, 8:00 AM to 5:00 PM.
- \* If required, customer will provide all installation personnel with access badges, keys, and/or escorts in order to perform the work in a timely manner.
- \* Customer will have a designated Project Manager to answer any/all questions that might arise during the project installation.
- \* Customer will provide an area, of adequate size, for storage of materials.
- \* Return trips for operational verification of other vendors' equipment will be at billable rates should there be no fault found with the cabling installation.
- \* Any customer requested work and/or materials beyond the original scope of work described in this proposal are subject to additional charges. An authorized signature is required before any additional work will be performed. Due to time constraints, any changes in the scope of work may require additional time to complete the project.
- \* TFE will not rough-in any cable until site is determined ready by TFE. (ie. paint, electrical, secure facility, ect.)
- \* Cable color is specified by TFE unless previously agreed upon between customer and TFE.
- \* Customer is responsible for any applicable sales and/or use tax.

#### Scope

Signature: Valerie Corey  
 Valerie Corey (Jul 15, 2021 15:28 CDT)

Email: comm3@wilco.org









# Agenda item #21, 07.13.2021, ESOC Executive Conference Room AV Install, TFE

Final Audit Report

2021-07-15

Created:	2021-07-13
By:	Dianne West (dianne.west@wilco.org)
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