
WILLIAMSON COUNTY
GOODS AND SERVICES CONTRACT
DATA PROJECTIONS, INC.
(Olive Meeting Rooms)

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 AND GOODS 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.

Goods: Service Provider shall supply the County goods. The goods include Audio Visual Systems Upgrades at the Sheriff's Office Training Center located at 8160 Chandler Rd, Hutto, TX 78634, as described in the attached **Quote No. [REDACTED]** being marked as **Exhibit "A,"** which is incorporated herein.

Should the County choose to purchase goods in addition to those described in Exhibit "A," such additional goods shall be described in a separate written amendment wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods, and the County shall not be obligated to pay for any additional goods unless a written amendment has been signed by both parties.

II.

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 services include as described in **Exhibit "A,"** which is incorporated herein.

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.

III.

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, 2025, 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.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"** and in accordance with COOP contract number TIPS 230-105. The not-to-exceed amount for the life of this contract shall be Sixty-Nine Thousand, Nine Hundred Eighteen Dollars and Eighty-One Cents (\$69,918.81).

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.

V.

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 PERSON	PER 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 PERSON	PER 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.

IV.

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.

VII.

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.

VIII.

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.

IV.

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.

X.

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.

XI.

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.

XII.

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.

XIII.

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.

XIV.

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

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

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.

XVII.

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.

XVIII.

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.

XIX.

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.

XX.

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.

XXI.

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.

XXII.

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 No. [REDACTED], marked as **Exhibit "A"**;
- B. The cooperative purchasing Contract No.: TIPS 230-105, incorporated by reference;
- C. Insurance certificates evidencing coverages required herein above and
- D. Any Amendments agreed to by both parties.

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:

Snell
Authorized Signature

Steve Snell
County Judge/Presiding Officer

Date: Aug 12, 2025
Date: _____, _____ 20____

DATA PROJECTIONS, INC.:

Mark Mazac
Authorized Signature

Mark Mazac
Printed Name

Date: July, 30 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 01 2025 Time: 1:33 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 01 2025 Time: 12:24 pm

Exhibit “A”

Quote No.





DATA PROJECTIONS

WILCO - AV Systems Upgrades at SOTC - Olive Meeting Rooms

Quote Number: [REDACTED]

Contract Number: TIPS 230105

Date: 04/07/2025

Expiry Date: 08/08/2025

Prepared for:

Williamson County

Don Heflin

Don.Heflin@Wilco.Org



Scope Introduction

Data Projections is providing this proposal at the request of Williamson County for Audio Visual System Upgrades to the Olive Training/Meeting Rooms at the Williamson County Sheriffs Office Training Academy in Hutto, Texas.

-Project Location:

Williamson County Sheriffs Office

Deputy A.W. Grimes Law Enforcement Training Academy

8160 Chandler Road

Hutto, Texas 78634

-Onsite Point of Contact:

Don Heflin

Williamson County

Phone: 512-409-6222

Don.Heflin@wilco.org

SCOPE OF WORK - WCSO Training Academy - AV Systems Upgrades in the Olive Room-

Data Projections will provide, install, and test the AV Systems Upgrades in the room as follows:

Olive Training Room-

Video/Audio:

- Install (2) new projectors and mounts where current projectors are located.
- Install (2) OFE 75" displays as confidence monitors on the back wall. New wall-mounts from DPI quoted.
- Install (2) Aver Cameras one presenter camera on the back wall, One audience camera on the front wall.
- Install (2) Shure MXA920 mic arrays. Mounted closer to the front of the room for the presenters
 - These MXA920 will be used to send to the farside Audio
 - There are OFE HH mics that will be used for in room Voice Lift
- Install (1) New touch panel, wall-mounted in current touch panel location.
- Install and configure a new DSP in the rack.
- Transfer necessary symmetrix connections to new BiAmp DSP
- Install (2) USB extenders from the rack to the front of the room for the laptop and PC being used for BYOD VTC.
- Decom 2 existing ceiling mics.



- Decom 2 existing projectors
- Decom existing touch panel.

Sources for the room will be:

PC and laptop - Sharelink - cable box these will be the only inputs, any other existing inputs will not be available in new configuration. That includes any of the existing floor inputs.

Control/Programming Functionality:

- Projectors On/Off
- Displays On/Off
- Screens Up/Down
- Room Level Volume control
- Individual Mic Level control
- Camera Selection and PTZ Control
- SMP Record functions

Programming SOW:

- Modify the user interface and underlying logic to support new AV sources.
- Update camera controls for new cameras: retain existing UI controls; no picture-in-picture functionality will be provided.
- Add USB switching logic.
- Maintain current SMP recorder controls including recording on startup.
- Update control logic for existing screens, new projectors, and displays, preserving all existing UI elements.
- Integrate the new DSP with existing and new microphones (QTY 4) and controls from both the UI and back-end logic.

Commissioning SOW:

- Perform firmware updates on both existing and newly installed equipment.
- Install, configure, and initialize all new hardware components.
- Deploy updated Crestron control code and integrate new DSP configuration.
- Configure and test Shure MXA microphone arrays.
- Configure and test existing HH mics with new system.
- Conduct comprehensive end-to-end testing of the Olive room AV system.
- Configure OFE camera routing to OFE SMP352

Olive Room Notes:

DPI will reset and commission the existing SMP352 for recording. DPI will maintain current OFE Camera functionality



and recording and route the cameras directly to the SMP352. The OFE cameras will be used to record training sessions while the new Aver cameras will be used for VTC.

Miscellaneous Materials-

- All Cables, Connectors and Consumables are detailed in quote and/or included in Project Totals

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 installation in Training/Meeting Rooms.

-Williamson County ensures that all existing owner-furnished-equipment (OFE) is in good working condition, if applicable.

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

-Williamson County will store or responsibly dispose of any OFE de-installed from the rooms.

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

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
		OLIVE ROOM	0.00	\$0.00	\$0.00
V11HA34920	EPSON	EPSON EB-PU1007W BUSINESS PROJECTOR, 7,000 LUMENS, WUXGA, WHITE	2.00	\$6,681.48	\$13,362.96
V12H004M08	EPSON	EPSON MIDDLE THROW LENS #1 FOR PRO G7000 AND PRO L1100U/1200U/1300U/1405U	2.00	\$365.43	\$730.86
RPAUW	CHIEF	UNIVERSAL RPA WHITE	2.00	\$208.30	\$416.60
LTM1U	CHIEF	MICRO-ADJUST TILT WALL MOUNT LARGE	2.00	\$289.22	\$578.44
CAM520PR3	AVER	CAM520 PRO3 CONFERENCE CAMERA	2.00	\$1,333.32	\$2,666.64
911.0451.900	BIAMP SYSTEMS	FIXED I/O DSP WITH 12 ANALOG INPUTS, 8 ANALOG OUTPUTS, 8 CHANNELS CONFIGURABLE USB AUDIO, 32 X 32 CH	1.00	\$3,541.10	\$3,541.10
MXA920W-S	SHURE	CEILING MICROPHONE ARRAY, SQUARE, WHITE, 24"	2.00	\$4,085.19	\$8,170.38
DM-NUX-R2-1G-W	CRESTRON	DM NUX USB OVER NETWORK WALL PLATE WITH ROUTING, REMOTE, WHITE	2.00	\$600.89	\$1,201.78
DM-NUX-R2	CRESTRON	DM NUX USB OVER NETWORK WITH ROUTING, REMOTE	1.00	\$423.70	\$423.70
DM-NUX-L2-1G-W	CRESTRON	DM NUX USB OVER NETWORK WALL PLATE WITH ROUTING, LOCAL, WHITE	2.00	\$600.89	\$1,201.78
DM-NVX-E20-2G-W-T	CRESTRON	DM NVX 4K60 4:2:0 NETWORK AV ENCODER, WALL PLATE, WHITE TEXTURED	2.00	\$770.37	\$1,540.74
DM-NVX-E20	CRESTRON	DM NVX 4K60 4:2:0 NETWORK AV ENCODER	2.00	\$635.56	\$1,271.12
DM-NVX-D20	CRESTRON	DM NVX 4K60 4:2:0 NETWORK AV DECODER	5.00	\$635.56	\$3,177.80
RMC4	CRESTRON	4-SERIES CONTROL SYSTEM	1.00	\$706.17	\$706.17
TSW-1070-B-S	CRESTRON	10.1 IN. WALL MOUNT TOUCH SCREEN, BLACK SMOOTH	1.00	\$1,958.02	\$1,958.02
GSM4248P-100NAS	NETGEAR	NETGEAR M4250 40G8F POE PLUS MNGD SW	1.00	\$2,838.27	\$2,838.27
			0.00	\$0.00	\$0.00
MISCELLANEOUS MATERIALS		MISCELLANEOUS MATERIALS	1.00	\$2,748.25	\$2,748.25
				SUBTOTAL:	\$46,534.61

PROFESSIONAL INSTALLATION SERVICES

Installation Services Details	TOTAL PRICE
PROJECT MANAGEMENT	\$900.00
DESIGN/ENGINEERING	\$3,800.00
INSTALLATION LABOR	\$6,800.00
PROGRAMMING LABOR	\$5,800.00
COMMISSIONING LABOR	\$4,500.00
INSTALLATION SERVICES SUBTOTAL:	\$21,800.00

SERVICE & MAINTENANCE AGREEMENT

Service Agreement Details		TOTAL PRICE
90-DAY WORKMANSHIP WARRANTY		\$0.00
SERVICE AGREEMENT SUBTOTAL:		\$0.00



WILCO - AV Systems Upgrades at SOTC - Olive Meeting Rooms

Prepared by:

Data Projections, Inc.

11110 Metric Blvd Ste D1

Austin, TX 78758-4018

Mark Mazac

(512) 970 5519

mmazac@dataprojections.com

Job Location:

Sheriff's Office Training Center

8160 Chandler Road

Hutto, TX 78634

Don Heflin

Don.Heflin@Wilco.Org

Quote Information:

Quote Number: 26318 Version.1

Contract No: TIPS 230105

Date: 04/07/2025

Expiry Date: 08/08/2025

P.O. No:

Quote Summary

DESCRIPTION	AMOUNT
EQUIPMENT & MATERIALS	\$46,534.61
PROFESSIONAL INSTALLATION SERVICES	\$21,800.00
SERVICE & MAINTENANCE AGREEMENT	\$0.00
Subtotal:	\$68,334.61
Shipping:	\$1,584.20
Estimated Tax:	\$0.00
Total:	\$69,918.81

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 Mazac

NAME: Mark Mazac

TITLE: Account Executive

DATE: 07/28/2025

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.

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.

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 before 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, online job boards or postings, agencies, open houses, or job fairs.

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.

The payment schedule 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. 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.

***Data Projections reserves the right to invoice for hardware upfront and to progress bill for all projects as necessary. Progress billing may include charges for hardware upon order placement, hardware received and stored by Data Projections or the client, and for services rendered at the time of billing. This ensures project continuity and alignment with procurement and implementation timelines.**

***Data Projections reserves the right to pass through to the customer any additional costs incurred from tariffs, duties, or similar fees imposed by government action. Such costs may be invoiced to the customer at any time, including after an order has been placed or equipment has shipped. All charges will be clearly communicated and will reflect only the actual increase in cost incurred.**