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**WILLIAMSON COUNTY AGREEMENT  
FOR GOODS AND SERVICES  
CTI**

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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 AGREEMENT FOR GOODS AND SERVICES** (hereinafter "Agreement") 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 **Conference Technologies, Inc dba CTI** (hereinafter "Vendor"), both of which are referred to collectively herein as the parties. The County agrees to engage Vendor as an independent contractor, to provide certain services and purchase goods described herein 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 both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. Vendor Proposal (No. 124190121);
- B. TIPS Contract No. 230901 Audio Visual Equipment, Supplies, and Services;
- C. This Agreement; and
- D. Any necessary insurance certificates.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

II.

**Effective Date and Term:** This Agreement shall be in full force and effect as of the date of the last party's execution below ("Effective Date") and shall continue until the Project Completion Date or when terminated pursuant to this Agreement, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in the Proposal 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 sixty (60) days after the Effective Date, however this date may be amended at the sole discretion of the County.

**III.**

**Consideration and Compensation:** Vendor will be compensated based on a fixed sum as set out in Vendor Proposal no. 124190092. The not-to-exceed amount under this Agreement is Ten Thousand Four Hundred Ninety-Three Dollars and Seventy-One Cents (\$10,493.71).

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 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. The County agrees to provide exemption certificates to Vendor upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Vendor for the supplies or products provided or any Services rendered.

**IV.**

**Insurance:** Vendor shall provide and maintain, until the services covered in this Agreement 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.

<b>Type of Coverage</b>	<b>Limits of Liability</b>
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 ( <i>including premises, completed operations and contractual</i> )	\$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	

Vendor, 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. Contractor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Agreement, Vendor 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 Vendor shall not in any sense be considered a partner or joint venturer with the County, nor shall Vendor hold itself out as an agent or official representative of the County. Vendor shall be considered an independent contractor for the purpose of this Agreement and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Agreement. 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 Vendor or failure to act relating to the services being provided.

**VI.**

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** To THE FULLEST EXTENT PERMITTED BY LAW, THE VENDOR 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 VENDOR, 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. VENDOR 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, VENDOR 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 VENDOR 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 Agreement 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 Vendor for any reason are hereby deleted.

## VIII.

**Compliance With All Laws:** Vendor 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 Agreement that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designed by such law or by regulation.

## IX.

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

## X.

**Venue and Applicable Law:** Venue of this Agreement 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 Agreement 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 Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been

contained in it.

**XII.**

**Right to Audit:** Vendor agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that the County shall have access during normal working hours to all necessary Vendor 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 Vendor reasonable advance notice of intended audits.

**XIII.**

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

**XIV.**

**No Assignment:** Vendor may not assign this Agreement without prior written consent.

**XV.**

**Confidentiality:** Vendor 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:** Vendor 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:** Vendor 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:** Vendor shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Vendor and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Vendor shall notify County in writing of any such

damage within one (1) calendar day.

**XIX.**

**Media Releases:** Vendor 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.**

**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 Agreement on behalf of the County.

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

**WILLIAMSON COUNTY:**

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

Judge Bill Gravell, Jr.,  
County Judge

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

**VENDOR:**

Conference Technologies, Inc dba CTI  
Name of Vendor

  
Authorized Signature

Geneva Martin  
Printed Name

Date: September 5th, 2024

**Approved as to Legal Form**  
JACQUELINE LENTZ  
General Counsel, Commissioners Court  
Date: Sep 06 2024 Time: 3:56 pm

**Reviewed by Contract Audit**  
SARA GREER, CGAP  
Contract Auditor  
Williamson County Auditor's Office  
Date: Sep 05 2024 Time: 10:19 am



# PROPOSAL

**Williamson County Government**

**Georgetown Courthouse Judge's Chambers**

**DATE**

Tuesday, 13 August 2024

**PREPARED BY**

Geneva Martin  
Design Consultant

# Overview and Goals

**At CTI, we ensure our technology, processes, and people are the most knowledgeable and efficient resource to serve you as your solutions partner.**

Dear Don Heflin,

It was a pleasure to speak with you regarding your upcoming project. Thank you for the time to review your needs and identify your requirements. Based on our needs analysis we have developed a recommended solution for you. Conference Technologies, Inc. has the industry experience to create customized solutions to meet today's technology challenges. These solutions include consulting, design, implementation, and service.

Enclosed is a project proposal for your review and consideration that outlines scope, timelines, deliverables, and our support plan to care for your investment. After review I will contact you to discuss any questions you or your team may have about this solution. Our team is excited about the opportunity to provide you with a fantastic experience and making your project a success.

Sincerely,

Geneva Martin  
Design Consultant  
CTI  
512-584-8276  
geneva.martin@cti.com



# Scope of Work

**Proposal Number:** J24190121

**Proposal Date:** 8/13/2024

**Prepared for:** Williamson County Government

**Attn:** Don Heflin

**Phone:** (737) 215-0118

**Email:** don.heflin@wilco.org

**Prepared by:** Geneva Martin

**Phone:** 512-584-8276

**Email:** geneva.martin@cti.com

**Bill to:** Williamson County Government  
301 SE Inner Loop Ste 105  
Georgetown, TX  
78626

**Ship to:** Williamson County Government  
710 S MAIN ST  
GEORGETOWN, TX  
78626-5703

**Tips Contract Number:** 230901 Audio Visual Equipment, Supplies and Services

## Executive Summary

This solution scope covers audio systems for Williamson County's (Customer) Judges Chambers in Georgetown, Tx. The space will be a conference room for the County Judge to conduct meetings using his laptop. Conference Technologies Inc (CTI) will be managing the procurement, installation and ongoing maintenance of all AV equipment as outlined in this scope.

## Conference Room:

### Narrative:

This area is a medium conference room that is approximately 15 feet wide by 20 feet long with 12 foot high hard lid ceilings, located on the 1st floor. The space will be a general purpose meeting room with platform agnostic hardware designed for "Bring your own device" (BYOM) meetings.

### Display System:

One OFE flat panel display will be utilized in the upgraded system.

### Video System:

One PTZ camera with AI enhanced auto tracking technology will be installed on the Plan West wall to capture presenters seated at the table.

### **Audio System:**

One tabletop web conferencing unit with built-in microphone and loudspeakers will be used for video conferencing in the room. An extension microphone for the conferencing unit will provide audio pickup coverage along the table. If the tabletop conferencing unit is connected to a VoIP (Voice over Internet Protocol) network connection with a SIP (Session Initiation Protocol) server, the tabletop conferencing unit can be used for voice calling and audio conferencing. The tabletop conferencing unit's touch screen can be used to place, answer, and disconnect voice calling and audio conferencing. This unit has wireless presentation capabilities included, but does not support wireless bring your own meeting connection. To access the room's microphones and camera, users will need to connect to the system with a USB cable.

### **Equipment Location:**

The camera will be installed below the display and centered with the table for the best view of the participants at the table. The tabletop conferencing unit and its extension microphone will sit atop the conference table.

### **System Training:**

Upon completion of the system installation and testing, the customer will be trained on the operation of the audiovisual system, including basic troubleshooting steps to complete in the event of system malfunction. Training will include presentation through a wireless laptop connection, as well as wireless laptop video conferencing.

## **Additional Considerations**

In all rooms, the Customer will be responsible for providing power at the display mounting location and equipment rack, and live network drops at the equipment rack, behind the displays, at the tables, and at the room scheduling panel locations. All other cabling needed to interconnect the components in this scope will be provided and installed by CTI. For best functionality of the system and long-term service, the wireless presentation device, web conferencing codec, and room scheduling panel will need connection to the internet.

Any wall or ceiling repairs or modifications including drywall patches and paint will be done by the General Contractor at the direction and expense of the Customer.

The Customer will be responsible for purchasing the web conferencing software licenses needed for all rooms through the provider of their choice.

# Roles & Responsibilities

Responsibilities	CTI	Electrical Contractor	Low Voltage Contractor	General Contractor	Owner
<b><u>ELECTRICAL &amp; NETWORK</u></b>					
Provide and install over-the-floor raceway	N/A				
Provide and install power		X			
Provide and install LAN			X		
Provide IP addresses					X
<b><u>CABLING</u></b>					
Provide low voltage permits	N/A				
Provide all cabling	X				
Pull all audio-visual cables	X				
<b><u>EQUIPMENT &amp; MATERIALS</u></b>					
Provide display and mounting bracket					X
Provide laptop computer					X
Provide electric projection screens	N/A				
Provide floor and credenza vertical equipment racks	X				
Provide all remaining A/V equipment	X				
<b><u>MOUNTING</u></b>					
Install wall-mounted flat screen display					X
Provide any required wall backing to support displays					X
Install electric projection screens	N/A				
Ceiling grid trim work around projection screens				N/A	
Install projector mounts	N/A				
Install projectors	N/A				
Install ceiling and/or wall speakers	N/A				
Install any custom wall plates	X				
Install rack mounted equipment in vertical equipment racks/testing	X				
Place loaded and tested equipment racks	X				
Install all remaining AV field devices	X				

# Timeframe

To begin the equipment installation outlined in the project scope, we will need a minimum of 4 weeks from proposal acceptance. Upon notice to proceed, we will begin your project plan immediately. This scope of work will be completed on or before September 30<sup>th</sup>, 2024 as long as a PO is submitted by August 31<sup>st</sup>.

The below timeframe is for example purposes only based on the labor times in your quote. A project manager will be assigned to communicate with you at critical milestones which may vary from this chart.

Phase	Timeframe
Notice to Proceed & Project Kickoff	Day 1
Engineering	1 Week
Procurement	2-3 Weeks
Programming & Rack Fabrication	1 Day
Onsite Installation	2 Days
Commissioning & Training	1 Day

# Your Investment

Below is the cost of this solution based on the outlined scope of work. If you have questions about the complete solution, please let us know how we can help align this investment with additional needs or changes in scope.

## Proposal Summary

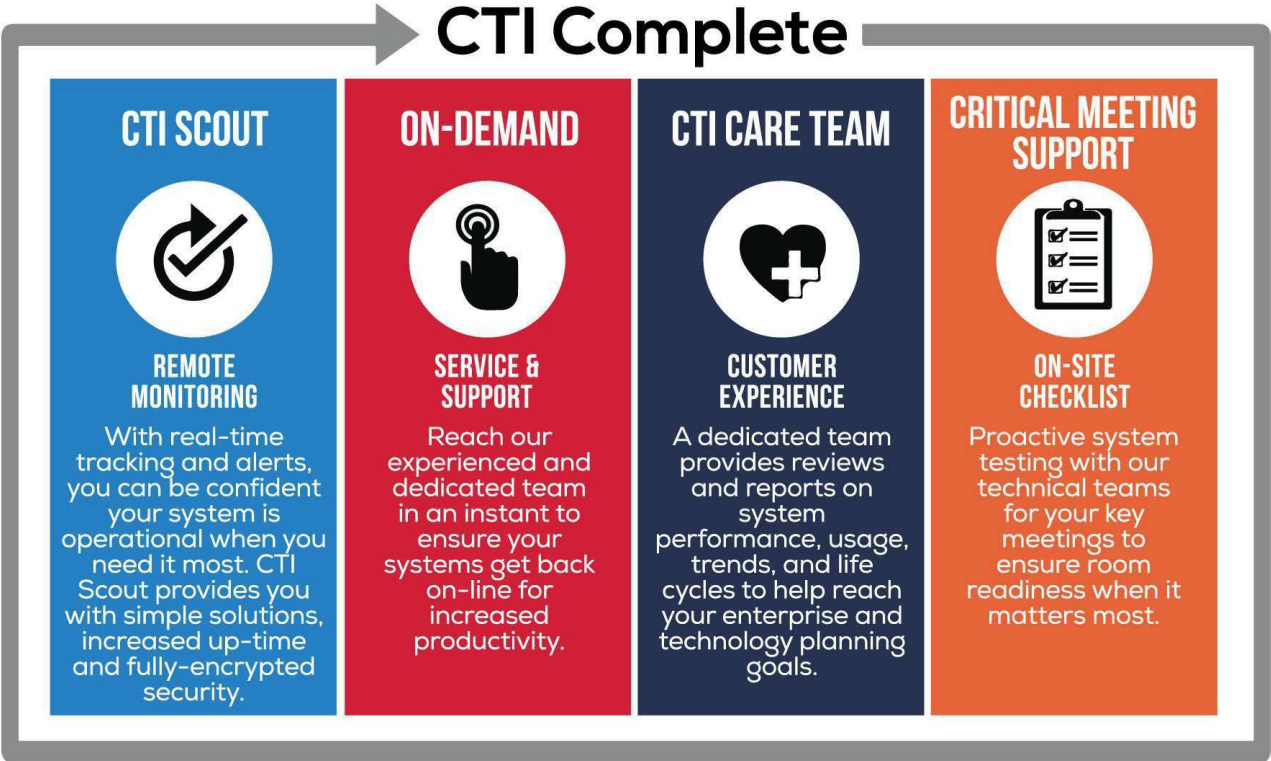
Description	Price
Equipment	\$6,073.42
Implementation Services	\$3,215.00
Installation Materials, Freight & Admin	\$1,205.29
Subtotal	\$10,493.71
Tax	\$0.00
<b>Grand Total</b>	<b>\$10,493.71</b>

## Recommended

Description	Price
2 Additional Years CTI Complete Service Agreement	\$897.26
4 Additional Years CTI Complete Service Agreement	\$1,794.52

# Why Us?

Our CTI Complete service is there for you 24/7 through our dedicated CTI Care customer experience team. Through on-site technical service, recommended programming upgrades, and quarterly reliability checks, your system is covered for the unexpected, as well as planned maintenance. Your teams will be trained to operate equipment with confidence. When critical meetings arise, we help ensure system performance with proactive system testing and an on-site checklist, so your systems will be ready when it matters most. Our managed services staff does more than diagnose and repair failures, they help plan for system life cycles.



# Bill of Materials

## Crestron Flex Option

Manufacturer	P/N	Description	Qty	Unit Price	Ext. Price
<b>Display Systems Equipment: \$0.00</b>					
OFE	OFE	Existing 75" Flat-panel Display		\$0.00	\$0.00
OFE	OFE	Existing Display Tilting Wall Mount		\$0.00	\$0.00
<b>Video Systems Equipment: \$6,073.42</b>					
AVER	COMCAM570	CAM570 CONFERENCE CAMERA	1	\$2,162.75	\$2,162.75
Crestron	UC-MX70-U	Crestron Flex Advanced Tabletop Large Room Video Conference System	1	\$3,910.67	\$3,910.67

# Standard Disclaimer

CTI provides for twelve (12) months of **CTI Complete** on all system purchases. CTI warrants the system implemented is free from defects in material and workmanship, in accordance with the contract, drawings, specifications, alterations and additions thereto, for a period of twelve (12) months from the date of commencement of use, substantial completion, or date of notice of completion, whichever occurs first. This coverage does not protect against consumables, severe weather, and acts of God.

## Terms

### **Tips Contract Number: 230901 Audio Visual Equipment, Supplies and Services**

Terms are NET 30 with approved credit.

All applicable taxes are the responsibility of the purchaser and will be added to the final invoice. Any cancelled orders or returns are subject to manufacturer acceptance; shipping and restock fees may apply. This proposal is valid for fourteen (14) days.

## Installation Description and Requirements

Provided by CTI: If installation is purchased, CTI will install all A/V components. CTI will also perform all programming, alignments, and end-user training. CTI will provide A/V project management, and provide drawings as required. This install price assumes a Monday through Friday 8:00am to 5:00pm install time. Room availability must be in consecutive 8-hour blocks. Any required changes or rushes may affect the final price.

## Provided by Others

Electrical requirements are to be provided by others unless specifically included in CTI Scope of Work.

## Statement

This system proposal is the property of CTI and is delivered with the sole intent of being viewed by management of Williamson County Government for evaluation purposes only. This proposal or any part of this proposal is not to be presented to, or viewed by any other party, vendor, or CTI competitor without the written consent of CTI. Any effort to do so will be considered a violation of copyright law.



# Next Steps

1. Upon Notice to Proceed, CTI will begin executing the project plan with an internal handoff of the project to our operations team. Notice to proceed can be issued by any one of the following methods:
  - a. A signed copy of this contract
  - b. A PO referencing the Job Number (J24190121) and total dollar amount below  
OR
  - c. An email stating notice to proceed with the total dollar amount below
2. If you have questions about the process as we move forward, please contact me at [geneva.martin@cti.com](mailto:geneva.martin@cti.com) or 512-584-8276.
3. You will be contacted by a CTI Project Manager to schedule a project kickoff meeting to review the project scope and schedule.


Total
J24190121 - \$10,493.71

\_\_\_\_\_  
Customer Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

9   
\_\_\_\_\_  
CTI Signature

Geneva Martin  
\_\_\_\_\_  
Printed Name

Design Consultant  
\_\_\_\_\_  
Title

8/13/2024  
\_\_\_\_\_  
Date