

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AMENDMENT TO ADDENDUM TO CONFERENCE TECHNOLOGIES INC.'S AGREEMENT

THIS AMENDMENT, ("Amendment"), is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Conference Technologies, Inc., (hereinafter "Conference Technologies"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, the parties executed and accepted that certain *Addendum to Conference Technologies, Inc.'s Agreement* on or about August 28, 2023, (hereinafter "Agreement") which are incorporated by reference as if set forth herein verbatim; and

WHEREAS, the parties desire to increase the total Maximum Compensation under the Agreement and add additional services to be provided thereunder; and

WHEREAS, County desires that Conference Technologies provide additional Services as further described in the attached Exhibit A (hereinafter "Services") pursuant to The Interlocal Purchasing System ("TIPS") RFP 200904; and

WHEREAS, the following changes are incorporated as if a part of the Agreement.

NOW, THEREFORE, the parties do mutually agree as follows:

1. County shall pay Conference Technologies an additional Thirty Two Thousand Eight Hundred Twenty Seven and 54/100 dollars (\$32,827.54) to provide Services under the terms and conditions of the Agreement and accordance with the Change Order dated December 21, 2023, attached as Exhibit A.
2. The Maximum Compensation payable to Conference Technologies for Services rendered is hereby increased to an amount not to exceed Sixty One Thousand Six Hundred Fifty Seven and 54/100 dollars (\$61,657.54) authorized as follows:

\$28,830.00	under the Agreement
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\$32,827.54	under this Amendment
TOTAL	\$61,657.54

3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without written agreement executed by both parties.
4. The Parties agree that the fees for all services shall be in accordance with TIPS RFP 200904 and that to the extent that County has issued payment that exceeds those rates, the payment received will be adjusted by way of credit against future invoices during the term of the Agreement.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY

CONFERENCE TECHNOLOGIES, INC.

KP George, County Judge

Victoria Ferrari
Authorized Agent – Signature

Date

Victoria Ferrari
Authorized Agent – Printed Name

ATTEST:

Senior Design Consultant
Title

Laura Richard, County Clerk

2/7/2024
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ADDENDUM TO CONFERENCE TECHNOLOGIES INC.'S AGREEMENT

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Conference Technologies Inc., ("Conference Technologies"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted Conference Technologies' Proposal, dated July 11, 2023, (the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference, for the purchase of specified equipment and implementation services, and freight (collectively the "Services"); and

WHEREAS, County desires that Conference Technologies provide Services as will be more specifically described in this Agreement (hereinafter "Services"); and

WHEREAS, Conference Technologies represents that it is qualified and desires to perform such Services; and

WHEREAS, County has determined that this Agreement is not subject to competitive bidding requirements under § 262.023 of the Texas Local Government Code because the Agreement does not require an expenditure exceeding \$50,000 by the County; and

WHEREAS, § 262.011(d) of the Texas Local Government Code authorizes the County Purchasing Agent to make purchases that are not subject to competitive solicitation; and

WHEREAS, the parties wish to utilize The Interlocal Purchasing System ("TIPS") Contract #200904, and incorporated fully by reference, for the purchase of the Services; and

WHEREAS, the following changes are incorporated as if a part of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Subject to this Addendum, Conference Technologies will render Services to County as described in Exhibit A; and, in accordance with the requirements and specifications of TIPS Contract #200904.

The time for performance of the Scope of Services by Conference Technologies shall begin with receipt of the Notice to Proceed from County. All performance of the Scope of Services by Conference Technologies including any changes in the Scope of Services and revision of

work satisfactorily performed will be performed only when approved in advance and authorized by County.

3. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. Conference Technologies may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. If County disputes charges related to the invoice submitted by Conference Technologies, County shall notify Conference Technologies no later than twenty-one (21) days after the date County receives the invoice. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE. County reserves the right to withhold payment pending verification of satisfactory work performed.
4. **Limit of Appropriation.** Conference Technologies clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Twenty-Eight Thousand, Eight Hundred Thirty and 00/100 dollars (\$28,830.00), specifically allocated to fully discharge any and all liabilities County may incur. Conference Technologies does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Conference Technologies may become entitled to and the total maximum sum that County may become liable to pay to Conference Technologies shall not under any conditions, circumstances, or interpretations thereof exceed Twenty-Eight Thousand, Eight Hundred Thirty and 00/100 dollars (\$28,830.00). In no event will the amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
5. **Public Information Act.** Conference Technologies expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Conference Technologies shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement and this Addendum are not proprietary or confidential information.
6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold

harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Conference Technologies for any reason are hereby deleted. Conference Technologies shall indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of Conference Technologies, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Conference Technologies or any of Conference Technologies' agents, servants or employees.

7. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Conference Technologies in any way associated with the Agreement.
8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Conference Technologies hereby verifies that Conference Technologies and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Conference Technologies does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Conference Technologies does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Conference Technologies does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

9. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
10. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, CONFERENCE TECHNOLOGIES ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
11. **Use of Customer Name.** Conference Technologies may use County's name without County's prior written consent only in any of Conference Technologies' customer lists, any other use must be approved in advance by County.
12. **Product Assurance.** Conference Technologies represents and warrants that its hardware, software and any related systems and/or services related to its software and/or hardware (collectively, the "Product") furnished by Conference Technologies to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Conference Technologies will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of Conference Technologies' Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and Conference Technologies' liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the parties.
13. **Performance Warranty.** Conference Technologies warrants to County that Conference Technologies has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Conference Technologies will apply that skill and knowledge with care and diligence to ensure that the services provided hereunder will be performed and delivered in accordance with the highest professional standards.

Conference Technologies warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A, and in accordance with the requirements and specifications of TIPS Contract #200904.

14. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of TIPS Contract #200904, then the terms and conditions of Contract #200904 controls to the extent of the conflict.

15. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
16. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
17. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
18. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., developed by Conference Technologies as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under § 3 for work performed. Conference Technologies shall promptly furnish all such data and material to County on request.
19. **Personnel.** Conference Technologies represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Conference Technologies shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Conference Technologies shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Conference Technologies or agent of Conference Technologies who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at the County, Conference Technologies shall comply with, and ensure that all Conference Technologies Personnel comply with, all rules, regulations and policies of County that are communicated to Conference Technologies in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

20. **Compliance with Laws.** Conference Technologies shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When

required by County, Conference Technologies shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

21. **Confidential Information.** Conference Technologies acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Conference Technologies or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Conference Technologies shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Conference Technologies) publicly known or is contained in a publicly available document; (b) is rightfully in Conference Technologies' possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Conference Technologies who can be shown to have had no access to the Confidential Information.

Conference Technologies agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Conference Technologies uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Conference Technologies shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Conference Technologies shall advise County immediately in the event Conference Technologies learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Conference Technologies will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Conference Technologies against any such person. Conference Technologies agrees that, except as directed by County, Conference Technologies will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Conference Technologies will promptly turn over to County all documents, papers, and other matter in Conference Technologies' possession which embody Confidential Information.

Conference Technologies acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in

addition to any other legal remedies that may be available. Conference Technologies acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

Conference Technologies in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

22. Independent Contractor. In the performance of work or services hereunder, Conference Technologies shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Conference Technologies or, where permitted, of its subcontractors. Conference Technologies and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

23. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

24. Insurance.

A. Prior to commencement of the Services, Conference Technologies shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Conference Technologies shall provide certified copies of insurance endorsements and/or policies if requested by County. Conference Technologies shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Conference Technologies shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
 5. Professional Liability Insurance may be on a Claims Made form with limits not less than \$1,000,00.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Conference Technologies shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
- C. If required coverage is written on a claims-made basis, Conference Technologies warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. Conference Technologies shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of Conference Technologies.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Agreement is effective upon execution by both parties.

FORT BEND COUNTY



Jaime Kovar, Purchasing Agent

8/28/23

Date

CONFERENCE TECHNOLOGIES INC.



Authorized Agent – Signature

Xzavia Killikelly

Authorized Agent- Printed Name

Design Consultant

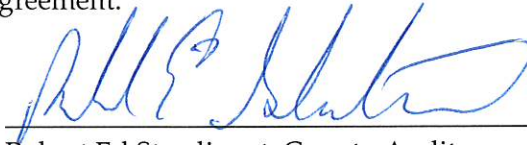
Title

08/25/2023

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 28,830.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

Exhibit A: Conference Technologies' Proposal, dated July 11, 2023

Exhibit A



PROPOSAL

Fort Bend County

Medical Examiners Training Room TIPS Contract #200904

DATE

Tuesday, 11 July 2023

PREPARED BY

Xzavia Killikelly

Design Consultant

Scope of Work

Proposal Number: J23180125

Proposal Date: 7/11/2023

Prepared for: Fort Bend County

Attn: Lewis Murray

Phone: (832) 471-4323

Email:

Lewis.Murray@fortbendcountytexas.gov

Prepared by: Xzavia Killikelly

Phone:

Email: Xzavia.Killikelly@cti.com

Bill to: Fort Bend County

500 Liberty Drive

Richmond, TX

77469

Ship to: Fort Bend County

Responsibilities	CTI	Electrical Contractor	Low Voltage Contractor	General Contractor	Owner
ELECTRICAL & NETWORK					
Provide and install conduit, raceways, back boxes and floorboxes					X
Provide and install power					X
Provide and install LAN					X
Provide IP addresses					X
CABLING					
Provide low voltage permits					X
Provide all cabling	X				X
Pull all audio-visual cables	X				
EQUIPMENT & MATERIALS					
Provide projectors, displays, and mounting brackets	X				
Provide above ceiling unistrut and hardware to support displays					X
Provide electric projection screens					
Provide floor and credenza vertical equipment racks	X				
Provide all remaining A/V equipment					

<u>MOUNTING</u>					
Install all ceiling and wall mounted flat screen displays	X				
Provide any required wall backing to support displays	X				
Install electric projection screens					
Ceiling grid trim work around projection screens					
Install projector mounts					
Install projectors					
Install ceiling and/or wall speakers	X				
Install any custom wall plates	X				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				

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	\$19,534.03
Implementation Services	\$8,385.25
Freight	\$910.72
Subtotal	\$28,830.00
Tax	\$0.00
Grand Total	\$28,830.00

Recommended

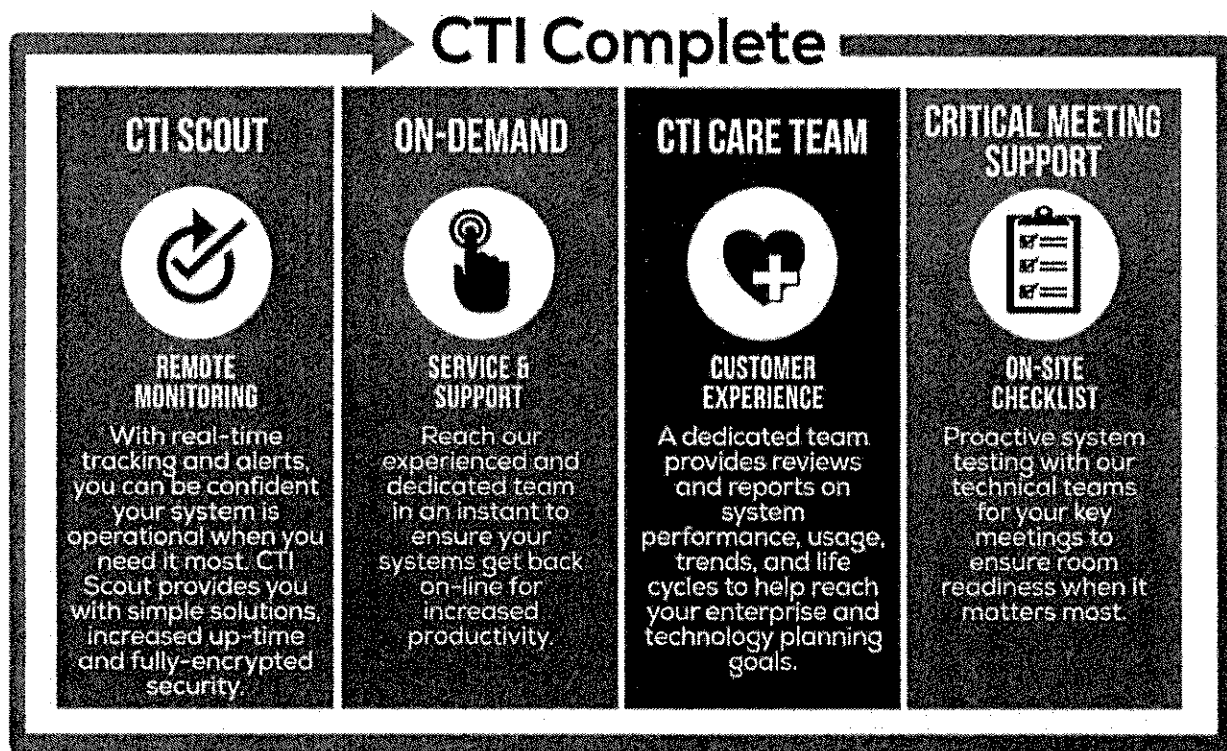
Description	Price
2 Additional Years CTI Complete Service Agreement	\$2,465.72
4 Additional Years CTI Complete Service Agreement	\$4,931.44

Down Payment Requirements

Down payment of 60% required to initiate order.

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

Medical Examiners Training Room TIPS Contract

#200904

Description	Qty	Unit Price	Ext. Price
Display Systems Equipment: \$3,747.64			
75IN COMMERCIAL 4K UHD MNTR LED LCD DISPLAY 350 NIT Country of Origin: MX Weight: 106.00 Dim Weight: 26,589.75	2	\$1,725.21	\$3,450.42
LARGE ARTICULATING MNT PBLK	2	\$148.61	\$297.22
Video Systems Equipment: \$12,336.55			
4K60 4:4:4 Network Video Endpoint for the Q-SYS Ecosystem, software configurable as Encoder or Decoder. 3 HDMI 2.0 Inputs, 2 HDMI 2.0 Outputs, on-board AV Bridging. Supports optional stand-alone "Q-SYS Core Mode" operation for audio DSP with local video switching and AV Bridging	1	\$2,941.18	\$2,941.18
12x Optical Zoom 80° Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. Includes PTZ-WMB1 wall mount bracket	1	\$3,264.71	\$3,264.71
Unified Core with 8 local audio I/O channels, 64x64 network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual LAN ports, VoIP telephony, 8x8 GPIO, 8 AEC processors, Half-size 1RU.	1	\$2,047.06	\$2,047.06
Systems 1/2 RU 2 Channel ENERGY STAR amplifier/ Stereo Operation 60 watts into 8ohm & 4ohm, Bridged operation 200 watts into 8ohm & 4ohm, and 250 watts into 70V and 100V/100-240 VAC Operation	1	\$496.47	\$496.47
ClickShare CX-50 Set US - R9861522US	1	\$2,603.53	\$2,603.53
Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Capable) license for Microsoft Teams Room software features, enables both Q-SYS Scripting and UCI Deployment, Perpetual	1	\$244.71	\$244.71
PoE+ 8x1G PoE+ 125W 2x1G and 2xSFP Managed Switch (GSM4212P)	1	\$738.89	\$738.89
Audio Systems Equipment: \$2,303.11			
4" Ceiling Mounted Loudspeaker, 70/100 with 8ohm bypass, includes Mounting Hardware. Sold individually, ships in pairs.	8	\$82.94	\$663.52

Cardioid-18" Desktop Gooseneck Condenser Microphone, Attached 10' XLR Cable, Logic Functions, Programmable Switch and LED Indicator, Attached Desktop Base	1	\$267.12	\$267.12
Bodypack and Vocal Combo System with WL185 and SM58A®	1	\$1,372.47	\$1,372.47
Control Systems Equipment: \$1,066.02			
Crestron Virtual Control Server Software - Single-Room License	1	\$588.24	\$588.24
IPAD 10th Gen	1	\$477.78	\$477.78
Installation Materials: \$80.71			
White HDMI Wall Plate	1	\$33.65	\$33.65
Power for NV-32-H	1	\$47.06	\$47.06

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

Terms are NET 30 with approved credit. For orders that exceed ten thousand dollars; 60% to initiate order, 40% upon completion, or progress billing based on purchase agreement at time of order. Payments made by credit card are subject to a 3.0% fee.

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 restocking 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 Fort Bend County 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.
2. If you have questions about the process as we move forward, please contact me at Xzavia.Killikelly@cti.com or .
3. You will be contacted by a CTI Project Manager to schedule a project kickoff meeting to review the project scope and schedule.

Total
J23180125 - \$28,830.00

Customer Signature

CTI Signature

Printed Name

Printed Name

Title

Title

Date

Date

Exhibit E:

Engagement Letter dated August 16, 2021
(CFR Audit Project)



CHANGE ORDER

Fort Bend County

Medical Examiners Training Room TIPS Contract #200904

DATE

Thursday, December 21, 2023

PREPARED BY

Victoria Ferrari
Design Consultant



Change Order

Client Requested Changes

Proposal Number: J23180125

CO Number: ECO-02

Proposal Date: 12/21/2023

Prepared for: Fort Bend County

Attn: Lee Powell

Phone: (346) 481-6155

Email:

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Prepared by: Victoria Ferrari

Phone:

Email: Victoria.Ferrari@cti.com

Scope of Work

Description of Change



Totals

Description	Price
Equipment Total	\$18,579.08
Implementation Services Total	\$13,962.58
Freight	\$285.88
Subtotal	\$32,827.54
Tax	\$0.00
Total	\$32,827.54



Bill of Materials

Added Items

Description	Qty	Unit Price	Ext. Price
Video Systems Equipment: \$11,146.14			
Power Supply for NV-32	1	\$0.00	\$0.00
HD Pro P/50 - 50' (15.2 m)	1	\$323.53	\$323.53
12x Optical Zoom 80° Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. Includes PTZ-WMB1 wall mount bracket	1	\$0.00	\$0.00
Pearl Nano	1	\$1,881.41	\$1,881.41
ACCESSORY,,POWER SUPPLY, NV-21-HU, NA	5	\$200.00	\$1,000.00
VIDEO,NV-21-HU,SMB	5	\$1,588.24	\$7,941.20
Audio Systems Equipment: \$9,095.12			
Rack adapter for RACK-UP series	1	\$67.98	\$67.98
Audio Distribution Amplifier - Balanced/Unbalanced - 2x4, 1x8	1	\$314.02	\$314.02
Five-way active antenna splitter and power distribution system for QLX-DÂ®, ULXÂ®, ULX-DÂ®, SLXÂ®, and BLXÂ® (BLX4R only) receivers. (470-952 MHz)	1	\$480.59	\$480.59
24 Vdc Switching Power Supply, North American AC Plug, 500 mA, dc Plug	1	\$28.26	\$28.26
Cardioid-18" Desktop Gooseneck Condenser Microphone, Attached 10' XLR Cable, Logic Functions, Programmable Switch and LED Indicator, Attached Desktop Base	1	\$267.12	\$267.12
LOUDSPEAKER,AC-C6T,6" CEILING,W/XFMR & BACKCAN	8	\$110.82	\$886.56
AMPLIFIER,SPA-QF60X4-NA,100-240V,4CH,60W	1	\$1,176.47	\$1,176.47
Handheld Transmitter with SM58Â® Microphone	4	\$378.88	\$1,515.52
LOUDSPEAKER,AC-S6T-WH,6",SURFACE MOUNT	2	\$122.82	\$245.64



Half-Rack, Single Channel Receiver	4	\$608.00	\$2,432.00
Bodypack Transmitter	4	\$319.65	\$1,278.60
Microflex Cardioid Lavalier Microphone	4	\$100.59	\$402.36
Control Systems Equipment: \$4,208.29			
Wall Mount MX for iPad 10th Generation - Black Grey - H755-BG	1	\$175.29	\$175.29
Ethernet and PoE+ Power USB-C Adapter for MX Wall Mount	1	\$0.00	\$0.00
M4250 26G4F POE PLUS PLUS MN S	1	\$2,221.24	\$2,221.24
4-Series Control System	1	\$1,811.76	\$1,811.76
Rack Accessories and Furniture: \$1,112.55			
15A Power Conditioner and Distribution Unit with IEC Power Cord	1	\$107.44	\$107.44
Vented All-Purpose Rack Shelf 1RU	2	\$33.35	\$66.70
25 inch Deep, 21RU Mobile Equipment Rack Includes: Casters, Side Handles, and Solid Doors	1	\$776.05	\$776.05
Storage Drawer - Recessed 3RU w/ 14 inch Extension	1	\$162.36	\$162.36
Installation Materials: \$329.18			
Custom Wallplate for Podium HDMI and Microphone Inputs	1	\$69.33	\$69.33
Custom Wallplate for Eight Press Audio Feeds	1	\$182.73	\$182.73
Wallplate for Wireless Microphone Antenna	2	\$38.56	\$77.12

Total Adds: \$25,891.28

Canceled/Returned Items

Description	Qty	Unit Price	Ext. Price
Video Systems Equipment: (\$4,176.54)			



4K60 4:4:4 Network Video Endpoint for the Q-SYS Ecosystem, software configurable as Encoder or Decoder. 3 HDMI 2.0 Inputs, 2 HDMI 2.0 Outputs, on-board AV Bridging. Supports optional stand-alone "Q-SYS Core Mode" operation for audio DSP with local video switching and AV Bridging	-1	\$2,941.18	(\$2,941.18)
PoE+ 8x1G PoE+ 125W 2x1G and 2xSFP Managed Switch (GSM4212P)	-1	\$738.89	(\$738.89)
Systems 1/2 RU 2 Channel ENERGY STAR amplifier/ Stereo Operation 60 watts into 8ohm & 4ohm, Bridged operation 200 watts into 8ohm & 4ohm, and 250 watts into 70V and 100V/100-240 VAC Operation	-1	\$496.47	(\$496.47)
Audio Systems Equipment: (\$2,035.99)			
4" Ceiling Mounted Loudspeaker, 70/100 with 8ohm bypass, includes Mounting Hardware. Sold individually, ships in pairs.	-8	\$82.94	(\$663.52)
Bodypack and Vocal Combo System with WL185 and SM58®	-1	\$1,372.47	(\$1,372.47)
Control Systems Equipment: (\$1,066.02)			
Crestron Virtual Control Server Software - Single-Room License	-1	\$588.24	(\$588.24)
IPAD 10th Gen	-1	\$477.78	(\$477.78)
Cloud 9, MX1616-AUHD-GEN2, CX84, MX-88HDBT, AXION-8	-1	\$0.00	\$0.00
Installation Materials: (\$33.65)			
White HDMI Wall Plate	-1	\$33.65	(\$33.65)

Total Credits: (\$7,312.20)



Change Order Acceptance

Notice of Acceptance

I hereby agree to the listed changes to the original scope of work. Original contract terms and conditions remain in effect. Shipping and handling fee are estimated and will be billed as an actual charge. State and local taxes will be incurred as applicable.

Please return this signed and dated acceptance to Victoria Ferrari for change order work to commence. Form can be emailed to Victoria.Ferrari@cti.com or faxed to (855) 329-2844. Thank you.

Bill to

Fort Bend County
301 Jackson Street
Richmond, 77469

Ship to

Fort Bend County
301 Jackson Street
Richmond, 77469

Total
J23180125 – \$32,827.54

Agreed and Accepted by:

Customer Signature

CTI Signature

Printed Name

Printed Name

Title

Title

Date

Date