

ADDENDUM TO DESIGNS THAT COMPUTE, INC. D/B/A VISIONALITY'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 Designs that Compute, Inc. d/b/a Visionality, ("Visionality"), 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 Visionality's AV Upgrade Quote (dated June 10, 2021), (the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference, for the purchase of specified products and/or services (collectively the "Services");

WHEREAS, County desires that Visionality provide the Services as described in this Agreement;

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

WHEREAS, the parties wish to utilize the State of Texas Department of Information Resources' ("DIR") Contract Number DIR-TSO-3889, incorporated fully by reference as if set forth verbatim below; and The Interlocal Purchasing System's ("TIPS") Contract Number TIPS 200904, incorporated fully by reference as if set forth verbatim below, for the purchase of the Services;

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

AGREEMENT

1. **Scope of Services.** Subject to this Addendum, Visionality will render Services to County as described in Exhibit A; and as described in and in accordance with DIR Contract Number DIR-TSO-3889, and TIPS' Contract Number TIPS 200904. The services shall be scheduled at a time that is mutually agreeable between the parties but without reasonable delay. All performance of the Scope of Services by Visionality 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.
2. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. If County disputes charges related to the invoice submitted by Visionality, County shall notify Visionality no later than twenty-one (21) days after the date County receives the invoice. 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.

All travel expenses incurred by Visionality or Visionality's subcontractors arising from the performance of Services under the Agreement shall be paid by County, only in accordance with County's Travel Policy. Receipts evidencing travel related expenditures made by Visionality or Visionality's subcontractors shall be submitted to the County Auditor's Office:

Fort Bend County Auditor

Attn: Robert Ed Sturdivant

301 Jackson Street, Suite 701, Richmond, TX 77469

3. **Limit of Appropriation.** Visionality 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 Seventy-Six Thousand, Two Hundred Seventy-Two and 56/100 dollars (\$76,272.56), specifically allocated to fully discharge any and all liabilities County may incur. Visionality does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Visionality may become entitled to and the total maximum sum that County may become liable to pay to Visionality shall not under any conditions, circumstances, or interpretations thereof exceed Seventy-Six Thousand, Two Hundred Seventy-Two and 56/100 dollars (\$76,272.56). 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.
4. **Public Information Act and Open Meetings Act.** Visionality 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 Visionality 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 are not proprietary or confidential information.

Visionality expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

5. **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 Visionality for any reason are hereby deleted. Visionality 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 Visionality, its agents, servants or employees, performed under this agreement that result

from the negligent act, error, or omission of Visionality or any of Visionality's agents, servants or employees.

6. **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 Visionality in any way associated with the Agreement.
7. **No Waiver of Jury Trial.** The County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references to waiver of jury trial are hereby deleted.
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.
 - a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Visionality verifies that if Visionality employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Visionality does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - b. Texas Government Code § 2252.152 Acknowledgment: By signature below, Visionality represents pursuant to § 2252.152 of the Texas Government Code, that Visionality is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2252.153.
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, VISIONALITY 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.** Visionality may use County's name without County's prior written consent only in any of Visionality's customer lists, any other use must be approved in advance by County.

12. **Product Assurance.** Visionality 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 Visionality to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Visionality 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 Visionality's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and Visionality's 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.** Visionality warrants to County that Visionality has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Visionality 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. Notwithstanding anything to the contrary in this Addendum (including but not limited to Section 14 hereinbelow), DIR Contract Number DIR-TSO-3889 or TIPS Contract Number TIPS 200904, Visionality warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications as set forth in the attached Exhibit A and further that product warranties shall be limited to the pertinent manufacturer(s) warranties (but with which Visionality will assist County in the event of such manufacturer defect as long as the county maintains service with Visionality).
14. **Conflict.** In the event there is a conflict between this Addendum and Visionality's AV Upgrade Quote (Exhibit A), this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of DIR Contract Number DIR-TSO-3889, and/or TIPS Contract Number TIPS 200904, the terms and conditions of DIR Contract Number DIR-TSO-3889, and/or TIPS Contract Number TIPS 200904 controls to the extent of the conflict.
15. **Inspection of Books and Records.** Visionality will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Visionality for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four (4) years.
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. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code.

19. **Assignment and Delegation.**

19.1. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

19.2. Neither party may delegate any performance under this Agreement.

19.3. Any purported assignment of rights or delegation of performance in violation of this Section is void.

19.4. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.

20. **Successors and Assigns.** County and Visionality bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

21. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., developed by Visionality 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 § 2 for work performed. Visionality shall promptly furnish all such data and material to County on request.

22. **Personnel.** Visionality 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 Visionality 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 Visionality shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Visionality or agent of Visionality 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, Visionality shall comply with, and ensure that all Visionality Personnel comply with, all rules, regulations and policies of County that are communicated to Visionality, 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.

23. **Compliance with Laws.** Visionality 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, Visionality shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

24. **Termination.**

24.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.

24.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:

(a). If Visionality fails to timely perform services pursuant to this Agreement or any extension thereof granted by the County in writing;

(b). If Visionality materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

24.3. If, after termination, it is determined for any reason whatsoever that Visionality was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 24.1 above.

24.4. Upon termination of this Agreement, County shall compensate Visionality in accordance with § 2, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Visionality's final invoice for said services will be presented to and paid by County in the same manner set forth in § 2 above.

24.5. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Visionality.

24.6. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.

25. **Independent Contractor.** In the performance of work or services hereunder, Visionality 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 Visionality or, where permitted, of its subcontractors. Visionality 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.

26. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Visionality release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.
27. **Further Assurances.** Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect to prohibiting or hindering the performance of the other party to this Agreement.
28. **Third Party Beneficiaries.** This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.
29. **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.
30. **Dispute Resolution.**
 - 30.1. The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation between the parties. In the event the dispute cannot be settled through negotiation, the parties agree to submit the dispute to mediation.
 - 30.2. The party requesting mediation shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within ten (10) days of the receipt of such notice, such dispute shall be submitted for mediation.
 - 30.3. Each party shall be responsible for its own costs associated with the mediation.
 - 30.4. The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or equity under any applicable statute of limitations.
31. **Insurance.** Prior to commencement of the Services under this Agreement, Visionality 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. Visionality shall provide certified copies of insurance endorsements and/or policies if requested by County. Visionality 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. Visionality 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:

- (a). Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. 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.
- (b). 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.
- (c). Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- (d). Professional Liability insurance with limits not less than \$1,000,000.
- (e). Professional Liability insurance for Information Technology, including Cyber Risk may be made on a Claims Made form with limits not less than \$1,000,000 each claim/loss with a \$2,000,000 aggregate. The insurance should provide coverage for the following risks:
 - (1). Liability arising from theft, dissemination, and/or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc.,) stored or transmitted in electronic form.
 - (2). Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure
 - (3). Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Visionality shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

If required coverage is written on a claims-made basis, Visionality 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 two years beginning from the time that work under the Agreement is completed.

Visionality's or Visionality's subcontractor's insurance will be primary to any insurance carried or self-insurance program established by the County. Visionality's or Visionality's subcontractor's insurance will be kept in force until all service have been fully performed and accepted by County in writing.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, or faxed to the following County contact:

Name: Wyatt Scott, Director of Risk Management
Address: 301 Jackson St., Suite 224, Richmond, TX 77469
Facsimile Number: 281-341-3751

32. **Remote Access.** If Visionality requires remote access to the County's systems for support, configurations, installation, integrations, and/or maintenance, except as otherwise agreed by the parties and approved by the County's Information Technology Director in writing, the below requirements must be met:
- (a). Visionality will adhere to the restricted and monitored channels that are provided by Fort Bend County, or, subject to the discretion of the County, other technologies approved in advanced in writing by the County's Information Technology Security Manager.
 - (b). Visionality will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls.
 - (c). Visionality's remote access to County systems will only be requested and activated on as-needed basis and disabled when not in use.
 - (d). Remote access is restricted only to the County data or systems, equipment and/or media necessary for Visionality to provide Services as described in this Agreement.
 - (e). If any member(s) of Visionality Workforce is provided with remote access to the County's systems, then Visionality's Workforce will not remotely log-in to the County's system from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
 - (f). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and other persons whose conduct, in the performance of work for Visionality, is under the direct control of Visionality, whether or not they are paid by Visionality and who have direct or incidental access to County data.
33. **Entire Agreement.** This Agreement, together with all agreements between the parties referenced in this Addendum, embodies the entire understanding between the parties with respect to the terms and conditions, and there are no prior effective representations, warranties or agreements between the parties with respect to the terms and conditions. This Agreement shall supersede and replace all previous agreements pertaining to the terms and conditions between any of the parties. No waiver of any provision hereof shall be effective, unless set forth in a written instrument signed by authorized representatives of each of the parties.

34. Notices.

34.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

34.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Information Technology Department
Attn: Information Technology Director
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
301 Jackson Street
Richmond, Texas 77469

Contractor: Designs that Compute, Inc. d/b/a Visionality
Attn: Richard Barnett
1778 North Plano Road #211B
Richardson, Texas 75081

34.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 34.1 and 34.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

34.3.1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

34.3.2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

(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

KP George
KP George, County Judge
County Judge KP George

7.27.2021

Date

ATTEST

Laura Richard
Laura Richard, County Clerk



DESIGNS THAT COMPUTE, INC. D/B/A
VISIONALITY

Richard Barrett
Authorized Agent - Signature

Richard Barrett
Authorized Agent- Printed Name

Vice President, Visionality

Title

7/9/21
Date

REVIEWED:

Robyn Douglass
Information Technology Department

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 76,272.56 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

Exhibit A: Visionality's AV Upgrade Quote

Exhibit A

FORT BEND COUNTY COMMISSION CHAMBERS AV UPGRADE

6/10/2021



VISIONALITY

DESIGNS THAT COMPUTE
1778 N. PLANO RD #211B
RICHARDSON, TX 75081

PREPARED FOR:

FORT BEND COUNTY -

RICHARD BARNETT

OPERATIONS MANAGER

RICHARD@VISIONALITY.COM

(214) 276-0124



THANK YOU FOR ALLOWING VISIONALITY TO SUBMIT THIS PROPOSAL

Visionality has over a quarter century of experience as a provider and integrator of audiovisual systems for business, education, government and healthcare. We take the time to consult with each customer to ensure that we are designing and implementing a custom solution to meet their needs. We also provide support and training to ensure that the systems are working properly, and the staff understands how to get the most out of them.

We carry all the major manufacturers including Cisco, Polycom, LifeSize, Crestron, Extron, AMX, Vidyo and many more. As a full system integrator we can create a custom collaborate environment designed to meet the needs and budget of our customers, such as displays, projectors, screens, furniture, etc.

We take our customers' needs seriously. We have tried to capture your needs in this proposal and turn those needs into a working system. If you have any questions or suggesting which would make our proposal more closely meet your needs, we are happy to work with you you.

A handwritten signature in black ink that reads "Howard Barnett". The signature is written in a cursive, flowing style.

Howard Barnett, President Visionality

STATEMENT OF CONFIDENTIALITY

This proposal is the work product of Visionality - Designs That Compute (DTC), and as a result remains the property of Visionality-DTC. This proposal has been given to **Fort Bend County** - for the express interest of offering products and services to **Fort Bend County** - . The particulars of this proposal must remain confidential between the personnel of **Fort Bend County** - and Visionality-DTC. This proposal may not be offered to others without the express written consent of Visionality-DTC.

CORPORATE MISSION

Visionality partners with its customers. Our goal is to enable a communication between the customer and DTC to enhance the relationship and produce a result which meets or exceeds the needs of our customers.

Visionality was founded in 1985 and has been at the forefront of technological development. We are an Audio Visual integrator with an emphasis on video communications. Visionality has aligned with the leading manufacturers in the industry, enabling us to provide our customers the latest advancements in the industry at competitive prices. Visionality primarily focuses on its customer's needs. We work closely with our customers to examine the particular need of each customer and then design the best possible solution for their application.

OUR VALUE PROPOSITION:

VISONALITY OFFERS A UNIQUE SET OF SKILLS

LONGEVITY

Visionality was incorporated in 1985. We are seasoned providers and integrators of audiovisual technology with hundreds of customers.

DIVERSITY OF PRODUCTS

We offer numerous products that can provide unique value to our customers. We have a great understanding of the needs of Fort Bend County - . This allows us to contribute in a meaningful way to the overall design in this proposal.

CONVERGENCE OF A/V AND IT

Visionality knows that the converged AV/IT world is here to stay. We understand network philosophies, infrastructure, and enterprise-based IT. We know how to intelligently discuss IT AV requirements, concerns, and deployment with your IT staff.

INTEGRATION CAPABILITIES

We are an Infocomm certified provider, which means our personnel have passed industry standard certification tests in audio visual systems. Our personnel also hold certifications offered by our manufacturers' for implementation with their equipment.

HISTORICALLY UNDERUTILIZED BUSINESS

We are a women-owned business in the state of Texas.

CUSTOMER SERVICE

We excel at customer service and have programs in place to service our customers at all levels. We have many customers, some in the fortune 500 which use our tech support resources to assure that they have support for their existing equipment. Once your equipment is installed, we will provide the level of service that best meets your needs. Whether you require onsite support, phone support, remote diagnostics, or preventative maintenance, our tech support department will take care of you.

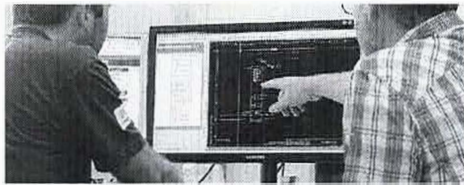
OUR PROCESS

FROM DESIGN TO IMPLEMENTATION, TRAINING, & SERVICE



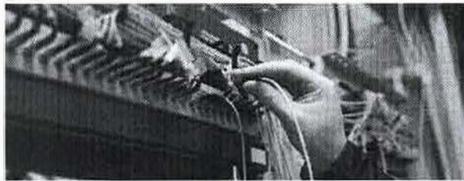
CONSULTATION

Visionality believes that each customer is unique, and therefore each design should be unique. For this reason, Visionality conducts a thorough consultation with each customer to ensure that we understand their individual needs as well as the layout and properties of the location in which the audiovisual technology will be used.



DESIGN

Armed with the knowledge of the customer's needs and the environment in which it will be used, Visionality will create a tailored design that will allow for the optimal use of the technology. Our experienced designers hold manufacturer certifications and are Certified Technology Specialists, a prestigious industry designation.



IMPLEMENTATION AND PROGRAMMING

Once the design has received customer approval, our well-trained implementation team will make the design a reality. They will ensure that all of the equipment is installed according to the design specifications. Our programmers will make sure that the software works properly and to the customer's satisfaction.



TRAINING

Training is a very important component to the success of a project, and Visionality will ensure that the customer has the proper training needed to get the most out of their new equipment and software. We will answer any questions, and provide documentation and training guides when necessary.



SERVICE

Once your equipment is installed, we will provide the level of service that best meets your needs. Whether you require onsite support, phone support, remote diagnostics, or preventative maintenance, our tech support department will take care of you.

Statement of Work

This proposal responds with solutions upgrading the audio visual system in Fort Bend ISD's council chambers.

Customer Request:

Details elicited from discussion between Visionality sales staff and customer shows the following needs:

1. Courtroom:
 - a. Typical courtroom/chambers layout with gallery.
 - i. Interface A/V system with SWAGIT recording and streaming solution.
 - ii. Dais station with 5 seats, 2 side tables with 2 seats, 1 podium, adjoining room for rack equipment.
 - iii. VTC needs conversion to client-based VTC that's integrated with SWAGIT system.
 - iv. Unique ceiling layout requires a different room audio delivery than currently specified.
 - b. Per-station needs:
 - i. Dais stations (5 seats):
 1. 1 System integrated tabletop microphone with system-integrated mute status indicator.
 2. 1 tabletop-mounted display for video reinforcement.
 - a. Use a half-height articulating armature mount to keep table surface clean.
 3. 1 small form-factor tabletop speaker for audio reinforcement at dais.
 - ii. Left Front-of-Dais Tables (2 seats):
 1. 2 System integrated tabletop microphones with system-integrated mute status indicator.
 2. 1 tabletop-mounted display for video reinforcement.
 - a. Use a half-height articulating armature mount to keep table surface clean.
 3. 1 small form-factor tabletop speaker for audio reinforcement at dais.
 - iii. Right Front-of-Dais Tables (2 seats, 1 serves as control station):
 1. 2 System integrated tabletop microphones with system-integrated mute status indicator.
 2. 1 small form-factor tabletop speaker for audio reinforcement at dais.
 3. 2 tabletop-mounted displays at control station:
 - a. 1 for content video reinforcement.
 - b. 1 for OFE rackmounted PC display.
 - i. Use a half-height articulating armature mounting setup to keep table surface clean.
 4. 1 x 10" tabletop-mounted control panel at control station seat.
 - iv. Podium:
 1. Unable to extend cabling to podium, so provide 1 wireless rechargeable handheld mic to be placed on OFE podium and gooseneck mount.
 - c. Video:
 - i. Content Inputs:
 1. 1 x OFE rackmounted PC for client-based video conferencing.
 - a. Controlled and interfaced from right table control station.
 2. 1 x HDMI cable-whip for BYOD connectivity at right table control station.
 3. 1 x HDMI cable-whip for BYOD connectivity at dais.
 4. 1 x confidence feed from SWAGIT.
 - ii. Primary video output:
 1. 2 x ~80" wall-mounted displays:
 - a. Place 1 behind dais.
 - b. Place 1 at midpoint of gallery.
 - iii. Dais Video Outputs:

1. 22" displays on half-height articulating armature mounts at locations listed above.
 - a. Must be routable separately to main gallery displays.
- iv. Production video outputs:
 1. Mirror primary video output to SWAGIT video feed custom wallpalte.
- d. Audio:
 - i. Central audio digital signal processor:
 1. Provide ability to integrate gooseneck microphones push switches and LED (green and red status) functions with the audio system and the control system.
 2. Eliminate need for manual sound controls and redundant controls; provide a fully integrated system.
 3. Provide SIP integration for telephony collaboration.
 - ii. Inputs:
 1. Content inputs from cable-whips and dedicated inputs listed above.
 2. Microphone inputs at stations listed above.
 - a. Must be system-integrated with colored LED feedback for push-to-unmute and control booth reflection of status.
 3. 2 wireless rechargeable handheld microphone systems:
 - a. 1 for podium.
 - b. 1 for ad-hoc, audience feedback, or general presentations away from dais.
 - iii. Outputs:
 1. Alter current audio setup to wall-mounted column-array speaker system for gallery to better cover room's audio.
 2. Provide audio reinforcement at dais and side tables via small tabletop mounted speakers.
 3. Audio feed to SWAGIT video recording and streaming system.
- e. Control:
 - i. Primary control location, via 10" tabletop control panel, at table-right control location
 1. Full system-integrated control, that's fully automated, intuitive, and an easy to use interface.
 - ii. Provide remote interface for tablet/iPad interface that's unlinked to primary touchpanel for second control location that's mobile.
- f. Room Needs:
 - i. Rack equipment in adjoining room.
 1. Reuse existing credenza; will need to upgrade 1 rack to 14U, and may need to add a third.
 2. Note, A/V equipment rack MUST be in same room as SWAGIT rack.

Description of the project:

The project consists of following solutions for the Council Chambers upgrade:

Project Overview: Project upgrades the audio and video components within the council chambers, as well as the control system/control interfaces for the overall project. Content inputs for the room are: 1 HDMI input at the rack for an OFE PC that handles client-based video teleconferencing/agenda management/control station needs, 1 HDMI input at the right side table control station, 1 HDMI input at dais, and 1 return feed from SWAGIT. Primary room video output distributed to 2 wall-mounted 86" displays with 1 mounted behind the dais, and a second mounted approximately midway into the gallery. Video output (which is separately routable), distributes to 5 22" displays at the dais, as well as 1 display on each side-table. to provide video content reinforcement for these tables the gallery's view of the dais or the dais' view of the participants. The side table receives a second display, extended from the rackmounted OFE PC, with extended keyboard/mouse connection to allow full control of the PC from this location. Audio pickup occurs through upgraded desktop gooseneck microphones with system integrated mute status LEDs at the 5 dais locations, and 2 at each side table. A pair of

Shure wireless handheld rechargeable microphone kits provides a podium mic, and one for audience or presenter participation, with additional built-in charging features listed below. Audio integration of the wireless microphone, content audio, and council chambers microphones seamlessly mixed via a digital signal processor that delivers audio to gallery, dais, and the video production system. To address the unique ceiling structure within the room, for audio output, gallery audio outputs via 2 wall-mounted column-array speakers, and dais/side table audio outputs from a small form-factor tabletop speaker, with volume control knob (1 speaker at each dais location, and 1 speaker per side table). The dais and side table speakers operate as a mix-minus for the local microphone to the station, to manage audio quality and feedback. SIP integrated telephony provides voice conferencing capabilities (note, SIP integration requires a SIP-capable telephony system, and IT support during integration for configuration of the SIP client). Old video conference system retired, and replaced with a client-based video teleconference system on the OFE rackmounted OFE PC, allowing use of various clients, such as Zoom, MS Teams, Webex, GotoMeetings, etc. Video camera signal bridged from SWAGIT recording and streaming system to this PC, as well as the room's audio feed. City Secretary station receives a 10-inch tabletop mounted touchpanel system control such as room on/off, display, and content input control and selection, and audio controls which integrated with the mute-status integration for the tabletop microphones. If placed on the local area network, control also mirrored to a software client accessible via PC or tablet. Project expected to take 5 days of installation with and an overlapping 3 days to commission.

Content Video System: System revolves around an all-in-one digital media presentation and control system, and this integrated solution provides a multitude of both audio and video inputs, matrix routing, and audio signal processing. Solution relies on current industry-standard HD inputs and outputs, while providing backwards-compatible VGA and older video inputs, atop new vendor-format neutral HD-BaseT inputs and outputs. These capabilities deliver the functions of 4 separate systems in one solution which also future-proofs the room from major upgrades to this critical component, as only the satellite input transmitters or receivers would require an upgrade should industry standards change in the future. The dais and side tables each house one HD-BaseT transmitter delivering an HDMI input cable-whip atop the table, (HDMI input has multi-adapter ring discussed below), the side table location also houses 1 HDMI input, as well as a direct input is provided for an OFE PC. The OFE PC's video and USB output is extended to the side table, for display on a dedicated 22" display, as well as distribution of keyboard and mouse control. Of note, the HDMI cable-whip input cables include an attached universal digital input adapter ring, allowing virtually any device brought into room to connect to system, converters included on ring are: Mini Display Port (newer Dells and all Mac laptops), Micro HDMI, Mini HDMI, DVI, Display Port, and USB-C; ensuring that nearly any digital input used as of 2021 may be connected to the system.

Room Video Outputs: For gallery viewing, content outputs directly to 2 wall-mounted 86" displays; one display replaces the display mounted behind the dais, with the second display replacing the one placed approximately midway into the gallery. Content also delivered over a video channel that's separately routable from the gallery displays, 22" displays at the dais and side tables (1 for each seat at the dais, and 1 per side table). These displays are mounted on half-height articulating armature mounts, to minimize gallery and camera view obstructions of the seated personnel. System also sends a dedicated content output to the SWAGIT recording and streaming system.

Audio System: Audio pickup occurs via table-top mounted gooseneck microphones, which are system integrated to reflect mute status (green unmuted, red muted), and to allow for administrator control of muting/function of microphones from control panel. This allows microphone administration and control from the control touchpanel (which will be reflected by the LED status indicator), as well as from the gooseneck's desktop mount switch. 5 desktop gooseneck microphones cover the dais, and 2 are placed at each side table. A pair of 2 Shure QLXD rechargeable wireless handheld microphones provide additional microphone pickup for the room, with 1 dedicated to the OFE podium's gooseneck attachment, as cabling conduit does not extend to this

location, and an additional wireless handheld for audience or ad-hoc presenter use. Microphones come complete with antenna distribution kit, to ensure drop-free wireless of the microphone signals, as well as rechargeable bases, which charge the microphones within 2-3 hours for up to 9 hours of use per charging cycle. This provides a “pickup-and-go” setup for these wireless microphones, eliminating any administrative interaction to operate these devices. For audio output, the room’s varying ceiling layout demands a dais tabletop solution, and well-planned solution for the gallery. Audio reinforcement for the dais is provided over small tabletop-mounted Anchor AN-30 speakers, which deliver a mix-minus audio (eliminating the local microphone to control audio quality and feedback) to each seat; also, each side table receives a tabletop speaker. These speakers come complete with a volume knob for local adjustment of the audio level, if needed. The gallery’s audio outputs from a pair of QSC Acoustic Design 8-element column array-speakers that are wall-mounted and pointed to the gallery at the half-height wall’s location. These speakers will provide superior audio coverage within the room, with minimization of hot-spots and cold-zones, while also blending well into the room’s decorum. SIP telephony integration is also provided through this DSP, and is accessed via a dialer page on the touchpanel, providing familiar telephone controls for call management (note, SIP integration requires a SIP-capable telephony system, and IT support during integration for configuration of the SIP client). Audio output mirrored to the SWAGIT recording and streaming system, and all audio functions/tuning/feedback suppression all controlled via an integrated digital signal processor stack, with commissioning including pinking, tuning, balancing, and feedback suppression of room to ensure pristine audio that “just works”.

Video Collaboration System: Old dedicated video conference system replaced with an A/V bridging system that accepts camera feed from the SWAGIT recording and streaming system, as well as the audio system, and delivers these signals to the OFE PC for use on a client-based video teleconference system such as Zoom, MS Teams, Webex, GotoMeeting, or others. This frees the room from using dedicated hardware endpoints for video conferencing locations or participants, allowing a broader range of collaboration technologies, and through the extension of the SWAGIT camera system, reduces costs associated with these upgrades.

Control System: Control achieved through the previously mentioned 10” touchscreen placed at the control station at the right dais-front table. This primary touchscreen provides a simple, intuitive easy-to-use interface that provides room control via fully automated system on/off macros, content selection inputs and control, as well as individual display control. System on features places the room in a known-good startup configuration with all inputs, microphones, and audio reset to a pre-arranged standard so that the system “just works” when turned-on. Secondary pages on the touchpanel provide the microphone administration with the system’s integration providing the tabletop and podium microphones reflection of the mute status chosen from control system via the microphone’s built-in LED status indicator (red = muted microphone, green=open microphone). Also, content audio control and mute, room audio control and mute, and production feed audio and mute are all present on this touchpanel. If placed on the local area network, control system extended to an interface for an OFE PC or tablet mirroring the main control touchpanel allowing for other personnel to administer room’s functions besides the control station’s operator.

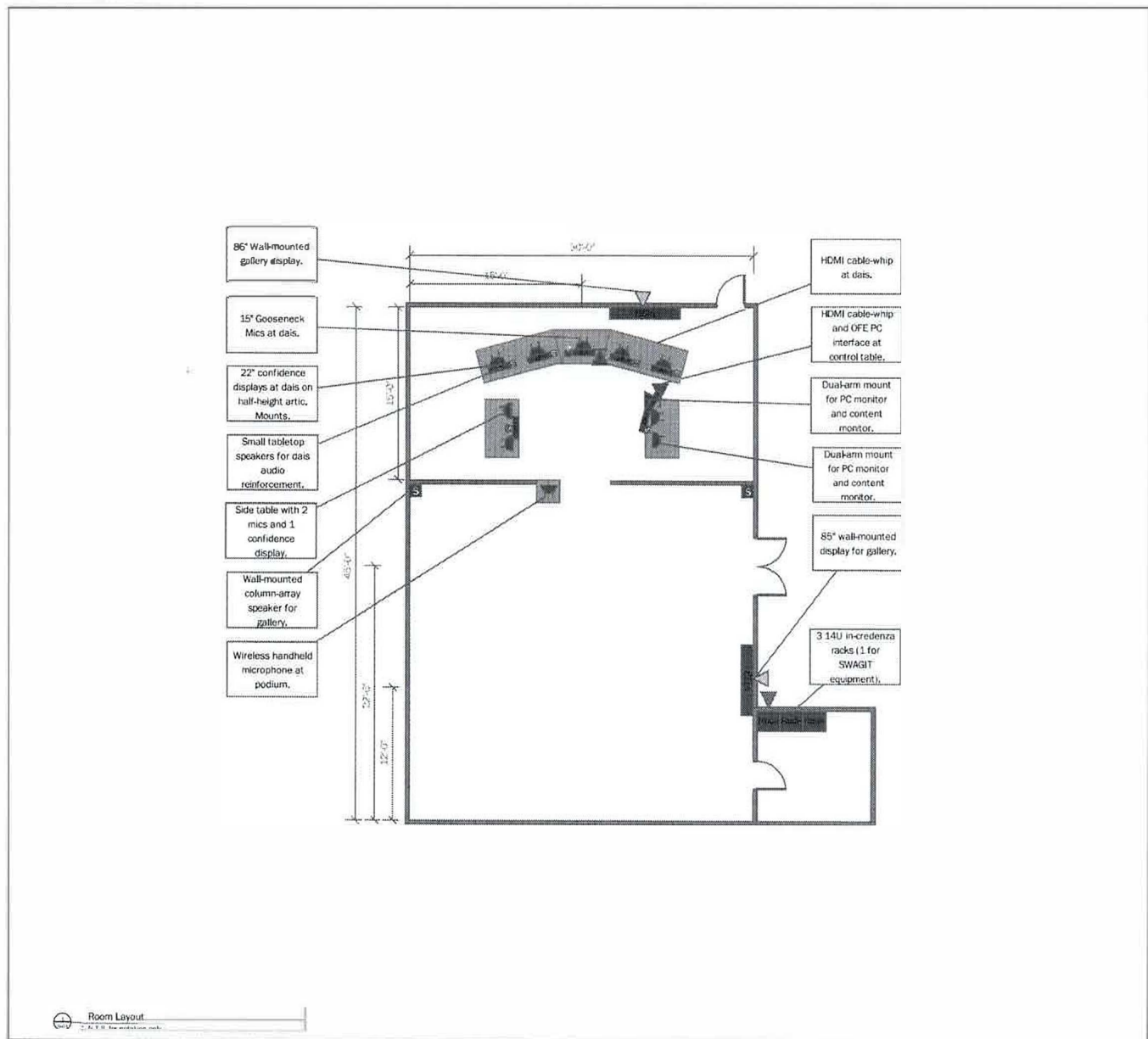
A/V Rack and Cable Management: Equipment stored in an OFE credenza in adjacent room where the current SWAGIT racks are stored; 1 smaller slide out rack upgraded to a 14U slide out rack, and an additional slide-out rack installed to provide rack space for both SWAGIT and Visionality’s systems.

Approach:


Installation: Turnkey installation provided for project, with a professional project manager guiding pre-installation tasks, installation tasks, commissioning tasks, and handover to the service team. All cabling and system mounts included in pricing, with directly requested hardware, software, and licenses also delivered during installation. Visionality will place a lead technician onsite during the project, who along with Visionality’s

project manager, will manage communication, project progress, and issues. Project expected to take 5 days of installation with and an overlapping 3 days to commission.

Room Layout:



Here is the quote you requested.

Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
<p>This Quote is produced for the The Interlocal Purchasing System</p> <p>This Quote is produced for the Texas DIR Contract DIR-TSO-3889 (Visionality)</p> 					
1.00	*****A/V Equipment for Room*****		\$50,897.00	\$36,864.65	\$36,864.65
		<i>*Video Conference System*</i>			
		1 x OFE PC			
		1 x A/V Bridge System			
		<i>*Video Inputs*</i>			
		1 x OFE Rackmounted PC with 2 HDMI Outputs			
		1 x HDMI Laptop Cable-Whip at Control Station			
		1 x HDMI Laptop Cable-Whip at Dais			
		<i>*Video Outputs*</i>			
		2 x 86" Wall-Mounted Displays for Gallery View			
		5 x 22" Confidence Displays at Dais Seats			
		1 x 22" Confidence Displays at Left Side Table on Articulating Armature Mounts			
		2 x 22" Displays at Right Side Table. 1 for Confidence Display, 2nd for OFE PC.			
		<i>*Multichannel Digital Signal Processor*</i>			
		1 x Multichannel Digital Signal Processor			
		<i>*Audio Inputs*</i>			
		5 x 15" Tabletop Gooseneck Mics with Mute Status Indicators at Dais Seats			
		2 x 15" Tabletop Gooseneck Mics with Mute Status Indicators at Left Side Table			
		2 x 15" Tabletop Gooseneck Mics with Mute Status Indicators at Right Side Table			
		1 x Wireless Rechargeable Handheld Microphone for Podium			
		1 x Wireless Rechargeable Handheld Microphone for Presentations			
		<i>*Audio Outputs*</i>			
		2 x Column Array Wall-Mounted Speakers for Gallery			
		5 x Small Tabletop Speakers for each Dais Seat			
		2 x Small Tabletop Speakers for each Side Table			
		1 x Modular Power Amplifier			
		<i>***All-In-One A/V Switching and Control System***</i>			
		1 x All-In-One A/V Switching and Control System			

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Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
		1 x Video Extension Kit for Room			
		1 x 10" Control Touchpanel, Tabletop Mounted			
1.00		*Rack, Display Mounts, and Wallplates*	\$10,790.00	\$7,267.22	\$7,267.22
1.00		*Room Cabling and Materials*	\$4,838.38	\$3,106.31	\$3,106.31
1.00		Project Professional Services and Programming	\$7,670.00	\$4,985.50	\$4,985.50
1.00		Installation, Integration, and Comissioning	\$34,073.27	\$21,029.63	\$21,029.63
Service					
1.00	VS-SLS-1	Silver level provides the coverage needed to fulfill a customer's basic service requirement. See attached descriptions. (1 Year)	\$3,178.16	\$3,019.25	\$3,019.25

Total List	\$111,446.81
Total Discount Price	\$76,272.56
Shipping	\$0.00
Sales Tax	\$0.00
Grand Total	\$76,272.56

Notes:

Please contact me if I can be of further assistance.

Visionality

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Exhibit A

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Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
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Visionality has based this proposal on information provided by the customer and/or information that Visionality has discovered while on the customer site. To this extent the proposal is limited to this information. There may be factors that were hidden or not disclosed to Visionality at the time this quote was generated. Visionality retains the right to modify the proposal based on those factors.

Unless otherwise noted, all equipment furnished by the customer (CFE) that is to be integrate within this proposal is assumed to be in good working order loaded with the latest software release. If the proposal relies on existing wiring, pathways, or conduit, they are all assumed to be working correctly and as per diagram. Regardless, any issues in integrating the (CFE) or using existing structure provided by the customer will be billed on a time and material basis.

Responsibilities *(Unless otherwise specified above)*

Visionality Obligations

Visionality will be responsible for the following:

- Testing new system and making sure all is properly operational from both the hardware and software perspective.
- Visionality will provide drawings that call out power and network locations, which must be installed prior to installation.
- Note Drawings supplied are not-to-scale and often are estimates of actual room measurements.

Company/Customer Obligations

The following items shall be provided by the Company and are not part of this scope or proposal:

- All 120V Electrical provisions must be present and hot at time of installation (Specifications and call-outs will be provided by Visionality after acceptance of the proposal).
- All conduit and raceway as required by local code.
- Conveyance (pathway) for AV cabling- includes any core drilling or structural modifications.
- "Hard Points" for mounting of equipment and structural supports will be provided and installed by the Company prior to Visionality deployment. The customer is responsible to ensure current structures can sustain the weight any mounted equipment or displays. When in doubt the Company should contact a certified Structural Engineer for safety factors.
 - For Displays other than video walls, Visionality will provide backing and blocking.
- Custom millwork, construction, or trim. Includes ceiling, floor and structural amendments or repairs.
- Required Local Permits and/or plan approvals.
- Required local inspection and compliance procedures.
- Hazardous material discovery and/or abatement.
- Ready Access to room. Unless otherwise stated, installation and commissioning are quoted as a single, contiguous period of days with unimpeded access 8 A.M – 5 P.M. daily. Monday through Friday at a minimum.
- Security and Safety
 - Prior to installation, if equipment is to be shipped in advance, the customer is responsible for receiving and storing this equipment in a safe location.
 - During installation, customer is responsible for making sure rooms can be secured and equipment is safe.
- Rooms are clean and ready for installation. All equipment, furniture, debris, or other objects need to be removed from the room for access or safety, prior to onset of installation.
- Sufficient on-site support, persons readily available to answer questions
- Prior to Visionality installation, Telephony, Computer and other Network connections are to be installed configured and tested.
 - Computer Network jacks are to be tested with information for connection readily available.
 - Firewalls and routers will be confirured with proper ports opened .

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- Switchports must be patched-in and correct VLAN, with network IP addresses, subnet mask, and gateway provided for specified equipment.
- Adequate bandwidth will be provided for the equipment chosen.
- IT staff will be available during the installation process if there is a connectivity issue
- Customer will assure that any customer furnished equipment is in working order.
- For maintenance purposes, customer will work with Visionality to create a mutually acceptable method that will allow remote access to installed equipment.

Project Management Procedures

Each entity will appoint one designee as the prime project manager. These two people will ensure that the products are installed the way the project was envisioned. Any problems need to be funneled through these persons. For example, if there is a change in the room layout, this should be discussed between the two project managers and a change order written.

Status Reviews. Project implementation is taken seriously at Visionality. A weekly status meeting with management is held during all phases of the implementation to address issues early. Visionality Project Management is available to the customer for regular status meetings (via telephone or video) prior to the onset of installation. During the installation process, Visionality Project management will be available daily to discuss the status and needs of the installation with the customer designated representative.

Payments. Payment for the goods delivered is due when goods are shipped to site. If customer delays installation after goods have been ordered, customer will pay for goods and any shipping charge required to get goods to site, or customer will pay for goods and storage fee. Payment for installation is due when the installation is substantially complete. That is all work has been done and the equipment is operational. However there may be some tasks remaining (e.g. bug list).

Change Orders. All change orders must be submitted in writing from the customer designee to the Visionality project manager. If such a change is a material change of scope either in parts or labor, the project manager will provide an estimate of the change in price. Visionality will proceed with this change when the change order has been completed and approved by both parties.

Integration, Commissioning, and Sign-Off:

Prior to Visionality programming, Visionality will meet with the customer's designated personnel to review the touchpanel and system operation. Additional feature requests beyond those scoped in this document and accepted during this meeting will require a change order.

A required walk-through with the customer's designated personnel will occur the day before commissioning completion, to evaluate system performance, create bug lists, and establish a final sign-off punchlist.

A final walk-through with customer's designated personnel will occur upon completion for final sign-off. Inability of key personnel attendance will not affect invoicing or signoff timelines, and additional walkthroughs will incur trip and/or change charges.

Terms and Conditions

Disclaimers

Visionality - Designs That Compute (DTC) is a reseller of electronic equipment. Warranty and liability for use of any product sold is limited to what is stated by the manufacturer of these products. DTC creates no warranties express or implied beyond the manufacturer's warranty.

Limitations

The express obligation stated above is in lieu of all liabilities or obligations of DTC for damages, including but not limited to any liability due to or associated with infringement of a third party's intellectual property rights or any loss, damage, or injury, direct or consequential (including any loss of profits, use, business or the like, even if DTC has been advised of the possibility of same), arising out of or in connection with the delivery, use or performance of products resold by DTC, and it is agreed that repair or replacement, in accordance with the foregoing warranty, is DTC's sole liability and buyer's sole remedy for such liability, loss, damage, or injury. This limitation of DTC's liability will apply regardless of the form of action, whether in contract or tort (including negligence) or based on a warranty. Any action against DTC must be brought within 12 months after the cause of action arises. The parties expressly agree that the products are not consumer goods.

To the extent any limitation of liability contained herein is construed by a court of competent jurisdiction to be a limitation of liability in violation of state law, such limitation of liability shall be void, however the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this limitation of liability.

At times, the goods and services in this proposal may be purchased by a government entity under a specific purchasing contract and that contract may have a clause which conflicts with this clause. In that case the terms of the purchasing contract will take precedence.

Statement of Confidentiality

This proposal is the work product of DTC and as a result remains the property of DTC. This proposal has been submitted for the express interest of offering products and services. The particulars of this proposal must remain confidential between the receiving agency and DTC unless otherwise required by law. This proposal may not be offered to others without the express written consent of DTC. Where applicable, confidentiality is to be consistent with the Texas Public Information Act (TPIA) and the Freedom of Information Act. If there is a request for this document the customer will take all necessary steps to defend the confidentiality of the document, including an appeal to the Office of the Attorney General and also make a good faith attempt to inform DTC that their proprietary information is being requested from the governmental body.

Installation (if applicable)

Installation prices are estimated based on the customers stated requirements. Unless otherwise noted, the customer is responsible for standard installation preparation and assistance; this include but is not limited to: Site security before and during the installation; fee access to perform installation during business hours while scheduled on site; customer furnished installation or materials are ready prior to Visionality installation; and resources are available quickly to resolve issues. A full list of these requirements is in the proposal above. If these conditions are not met, additional charges may apply.

Product Returns

DTC does not accept product returns unless defective and only for replacement.

Non-Solicitation.

Customer agrees that for a period of twelve (12) months immediately following the Effective Date of this Agreement or Last Date of Service on this Agreement, whichever comes later, Customer shall not either directly or indirectly solicit, induce, recruit or encourage any of Design That Compute's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage, take away or hire employees of the Designs That Compute, either for the customer or any other person or entity. Should the Customer infringe on this, it will be seen as a referral of the employee and the client agrees to pay Designs that Compute a one-time referral fee of two hundred (200) percent of the candidates total annual starting compensation with a minimum referral fee of fifty-thousand dollars (\$50,000). Should the employee be hired as an hourly their annual compensation will be calculated at two thousand (2,000) times their hourly rate. Referral Fees will be invoiced immediately upon hiring of an employee by the Customer and will be due net thirty (30).

Payment Terms

Prepayment may be required. If terms are extended, payment is due immediately upon receipt of goods. Any objections to delivery or installation by the customer that may delay payment must be submitted to DTC in writing with 15 day of delivery of invoice to purchasing. When DTC resolves the problem they will resubmit invoice to purchasing. At that time customer must respond within 15 days if there is a further problem. DTC fully expects any invoice to be paid within 30 days of submittal. Failure to pay in a timely manner will constitute charges at the rate of 2% per month from date of invoice submittal.

Products delivered for an installation, are billed and due at the time of delivery. Installation will be billed and due when substantial completion has occurred. DTC will work with the customer to assure the highest quality products and services are delivered and installed. At the customer's request a payment schedule can be designed that withholds a percentage of the invoice based upon successful installation.

Some equipment has service or warranty that starts at the time of delivery. If installation is delayed this may affect the time coverage of those products is in effect after installation.

At times, the goods and services in this proposal may be purchased by a government entity or under a specific purchasing contract. In the cases where be a law or contract has conflicts with the above terms, the terms of a purchasing contract or law will take precedence.

Non-Taxable Entities

Please include a copy of your Sales Tax Exemption Form along with any Purchase Order sent to Designs That Compute dba Visionality

Visionality

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Exhibit A

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 **VISIONALITY**
DESIGNS THAT COMPUTE

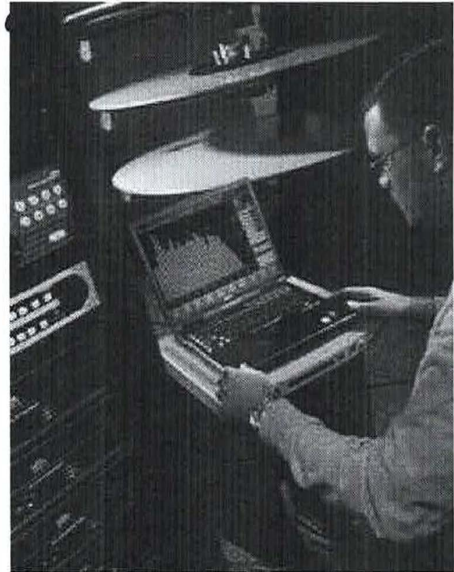
SILVER SERVICE

prepared for:

Fort Bend County -

Keep your equipment operational with a Visionality Service

- **Longevity.** Visionality has been serving the public for three decades.
- **Experience.** Visionality understands traditional AV integrations as well as networks. We have been putting in networks solutions for over twenty years and have touched hundreds of backbone appliances as well as cloud integration.
- **Service Support.** Our dedicated support staff can take your call quickly. Many times problems can be solved over the phone. We also provide technicians that can come on site to service your product.
- **Certifications.** Visionality believes in training. We have certifications from most of our vendors as well as the primary industry certification center, AVIXA.
- **Speed.** Visionality can take the headache out of working with the manufacturer on an issue. Our expert team will pinpoint the proper piece of equipment that is causing the problem. If we need to engage the manufacturers, our experience and credentials with that manufacturer often shorten that process.
- **Industry knowledge.** As an independent reseller, we have a deep knowledge of many products from many manufacturers across the industry. This enables us to better service our customers who may have legacy or unusual products.
- **Focus.** Since our support staff focuses on Audio Visual and Videoconferencing technologies, the technician who answers the phone is trained to solve your problem. This ends the service queue headache in many companies where much of your time is spent just finding the proper support staff.
- **Call Management.** We employ technology in our call center to efficiently track your ongoing service concern. Visionality uses technology to keep logs on ongoing service issues and we use our service database to reduce time in verification of service programs.



 **VISIONALITY**
DESIGNS THAT COMPUTE

SILVER SERVICE

Visionality offers several levels of service

- **Silver Service** provides unlimited remote technical support for your new system. Our trained professionals can work with our customers to diagnose problems. If there is a problem with a component, they can arrange for the repair or replacement of that component.

- **Gold Service** is available within 30 miles of one of our facilities. Gold Service provides all the same benefits as Silver Service as well as adding unlimited on-site support for repairing the system.

- **Gold Limited Service** is available outside the Dallas/Fort Worth and San Antonio areas. It offers the same benefits as Gold service however we limit the number of calls that we can dispatch for service. This allows us to offer Gold service to some customers who are not in our coverage areas.



**This Proposal is for Visionality Silver Service
which includes:**

- Unlimited telephone support during normal business hours.
- On-site support can be provided at an additional charge on a per visit basis.
- Replacement parts are covered using standard Manufacturer's Warranty
- Some part maintenance has been enhanced with extended service as specified.
- Assistance with software upgrades.
- Reported Visionality software problems addressed
- Feature requests addressed with engineering options
- Visionality will handle servicing failed components through factory repair.
- Visionality software is warranted free from defects for the term of the contract.



VISIONALITY
DESIGNS THAT COMPUTE

SILVER SERVICE

Service Summary

Service Level	Silver Service
Customer	Fort Bend County -
Location	
Start Date	2/1/2000
End Date	1/31/2001

COVERAGE

The contract covers the following locations and equipment

Service Object	Location	Description	Price
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EXTENDED SERVICE ITEMS.

These items have additional services such as software upgrades from the factory or next day parts.

Service Item	Serial Number
--------------	---------------

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Designs That Compute, Inc.
Richardson, TX United States

Certificate Number:
2021-776649

Date Filed:
07/09/2021

Date Acknowledged:
07/27/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

FORT BEND COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

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4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)