

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, MARCH 3, 2021- 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590

PLEASE NOTE:

Due to the COVID 19 Disaster and the CDC's recommendation regarding social distancing measures the City Commission will meet in person and electronically. Texas Governor Greg Abbott waived on a temporary basis certain sections of the Texas Open Meetings Act. The meeting will be audible to members of the public and allow for two-way communications for those desiring to participate.

Any person who calls in and is interested in speaking on any item on the Agenda must call the number below and sign in to the conference then wait for the Board President to request any public comments. Public comments may not apply to all items on the agenda.

Those who attend in person may sign a "Request to Address City Commission" form and give it to the City Secretary prior to the beginning of the meeting.

To join the telephone audio conference, please use the following instructions.

Dial: +1 346 248 7799 OR 877 853 5257 (Toll Free) OR 888 475 4499 (Toll Free)
Webinar ID: 897 7003 5485

You will automatically be muted when joining the conference. To raise your hand or notify the call manager for attention, please dial *9 on your phone during the call. When appropriate the call manger will unmute your line and the system will notify you that you can now participate in public comments.

To view the web presentation or listen to audio without participating, please visit <http://commission.texascitytx.gov>

You will then be redirected to the conference and given instructions to enable viewing. We ask that if you will be joining the telephone conference to speak, please mute your computer audio. When using telephone audio with computer audio on, a feedback loop can be created causing disruptive echoing or a loud static. Disruptive audio will cause your line to be muted by the call manager.

After the meeting, a recording of this meeting's audio will be made available to the public, upon request.

All in attendance are required to remove hats and/or sunglasses (dark glasses) during meetings and to also silence all cell phones and electronic devices.

- (1) ROLL CALL
- (2) INVOCATION
- (3) PLEDGE OF ALLEGIANCE
- (4) REPORTS
 - (a) Racial Profiling Report (Marshal's Office)

- (b) Financial Quarterly Report (Finance)
- (5) PUBLIC COMMENTS
- (6) CONSENT AGENDA
 - (a) Approve City Commission Minutes for February 17, 2020 meeting. (City Secretary)
 - (b) Consider and take action on Resolution No. 21-019, ratification of the Disaster Declaration. (Mayor)
 - (c) Consider and take action on Resolution No. 21-020, approving a contract for Water and Sewer Line Locate Services. (Public Works)
- (7) REGULAR ITEMS
 - (a) Consider and take action on Ordinance No. 21-02, amending the City's fiscal year 2020-2021 Budget to appropriate funds for the technology needs of the Emergency Operations Center. (Finance)
- (8) MAYOR'S COMMENTS
- (9) COMMISSIONERS' COMMENTS
- (10) ADJOURNMENT

NOTICE OF ANY SUBJECT APPEARING ON THIS AGENDA REGARDLESS OF HOW THE MATTER IS STATED MAY BE ACTED UPON BY THE CITY COMMISSION.

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON FEBRUARY 26, 2020, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

RHOMARI LEIGH
CITY SECRETARY

CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 03/03/2021

Amend fiscal year 2020-2021 budget

Submitted For: Laura Boyd, Finance

Submitted By: Laura Boyd, Finance

Department: Finance

Information

ACTION REQUEST (Brief Summary)

Consider approval of a request to amend the City of Texas City's fiscal year 2020-2021 budget.

BACKGROUND

A budget amendment is needed to appropriate funds for the technology needs of the Emergency Operations Center located in the building at 33rd Street and Magnolia Avenue.

Quotes from state contract vendors, Data Projections and Visionality, are attached. The solution from Data Projections of \$103,276.72 is being recommended by the City's Information Technology Director.

Funds will come from the General Fund's unassigned fund balance.

ANALYSIS

Budget amendment is as follows:

General Fund (101) Emergency Management (206):

Equipment	\$103,276.72
Unassigned Fund Balance	(\$103,276.72)

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Data Projections quote

Visionality quote

Ordinance



DATA PROJECTIONS

City of Texas City - EOC Center

Quote # 007745
Version 1

Prepared for:

City of Texas City

Robert Turner
rtturner@texascitytx.gov



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Suite 525
Houston, Texas 77042
***.datapredictions.com
713.781.1999

Monday, January 25, 2021

City of Texas City
Robert Turner
1801 9th Ave N
Texas City, TX 77591
rtturner@texascitytx.gov

RE: City of Texas City - EOC Center

Dear Robert,

Thank you for allowing Data Projections the opportunity to present this solution for the City of Texas City.

As a leading audio visual communications design/build firm, Data Projections is uniquely qualified for a project of this scope. Our experience includes solutions for:

- Multipurpose rooms and auditoriums equipped with large-venue audio visual technology solutions
- Videoconferencing systems incorporating control and complete room collaboration, allowing for on-demand decision making and communication among remote locations
- Conference, board rooms and training rooms of all shapes and sizes
- Digital signage implementations across enterprise, university, and district campuses for immediate message distribution
- Operation Center's (NOC's, EOC's, SOC's) audio visual command and control systems
- College and university classrooms, lecture halls and labs
- Individual school classrooms to entire districts
- And many more unique applications

Because we partner with the best technology companies in the industry, we're able to provide a wide range of comprehensive solutions built around the specific needs of our customers, while taking into account the technical, capital and logistical factors involved in each project and solution.

Rapid and effective communication is key to staying ahead of the competition. Better communication leads to better decisions - and better results. How do you maintain consistent communication across your organization as well as external audiences? Data Projections' team of professionals will keep you simply connected.

Kind regards,

Sandy Hill
Director of Business Development
Houston



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Executive Summary

TIPS Contract Number 200904

Functionality Description:

The City of Texas City is looking for a solution for their new EOC building. They would like a solution where each display can have a different image or various combinations of images on the displays in the room.

Project Location:

1801 9th Ave N
Texas City, TX 77591

Project Onsite Point of Contact:

Robert Turner
(409) 948-3111 (Direct)
(Mobile)
rturner@texascitytx.gov

System Description and Project Scope of Work:

Location: 1415 33RD ST N, TEXAS CITY, TX, 77590

City of Texas City – EOC Center Location

Recommendations:

Data Projections, Inc. is recommending the a solution with a Crestron NVX which is AV over IP switching.

Project Scope:

Data Projections (DPI) will utilize an existing rack at the facility to hold all equipment to control the audio and video in the room. In the main EOC room, DPI will install 2 86" Clevertouch panels on the main viewing wall with 7 smaller Samsung displays above for various sources. DPI will add additional audio in the room with 6 new Crestron speakers with amplifier and a Biamp DSP and microphones. This will allow for partitioned audio in the room from the various displays and sources. A 10" Crestron control touch screen will be mounted on the wall for control of the various components in the room. DPI will install a Poly EagleEye camera on a wall mount in the front of the room for video conferencing sessions. For



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Executive Summary

collaboration, a Barco CSE-200 set will be installed for sharing content to the panels from the participants in the room.

In the 3 offices, DPI will install a Barco Clickshare in the room with the owner furnished panels installed by others prior to our installation.

In the conference room, DPI will install a 65" Clevertouch panel with an i7 on a cart for presentation and collaboration. These units will be stand alone units and can be connected to a computer via HDMI with USB or Clevershare via app or software.

Video Components

- 2 – 86" Clevertouch panels
- 7 – Samsung 43" displays
- 1 - 65" Clevertouch panel

Equipment Rack provided by owners

Audio System

- Crestron speakers (6) and amp
- Biamp DSP and 1 ceiling microphone and expansion mic (white)

Control System

- Crestron 10" Control panel on table top mount
- Crestron NVX Encoder and decoders for each source to route the video
- Crestron Control Processor

Video Conferencing with Zoom

- Zoom license provided by City of Texas City
- Poly Eagle Eye camera

Collaboration

- Barco – CSE 200 Set

Exclusions

The following work is **not included** in our Scope of Work:

- All conduit, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration.



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- Necessary gypsum board replacement and/or repair.
- Necessary ceiling tile or T-bar modifications, replacements and/or repair.
- All millwork (moldings, trim, cut outs, etc.).
- Patching and Painting.
- Permits (unless specifically provided for and identified within the contract).

Construction Considerations

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by Data Projections. The costs associated with these modifications are not included in this proposal.

Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Room 144 - EOC				
Panels and Mounts				
Clevertouch	15486UXPR OUS UX PRO Series High Precision 86"	\$4,299.00	2	\$8,598.00
Clevertouch	1521061US Clevertouch OPS PC Module - i7 for new Impact Plus or UX Pro	\$1,925.00	2	\$3,850.00
CHIEF	XSM1U Micro-Adjust Fixed Wall Mount X-Large	\$195.33	2	\$390.66
Samsung	QH43R 43"3840x2160 4K UHD Display 700 nit, 8ms 24/7	\$1,067.07	7	\$7,469.49
CHIEF	RLF2 LARGE UNIVERSAL FIXED MOUNT	\$77.16	7	\$540.12
CHIEF	FHB5147 HARDWARE KIT	\$9.04	7	\$63.28
CHIEF	PAC115 TOGGLER ACCESSORY 1/4-20	\$15.91	7	\$111.37



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Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Middle Atlantic	RLNK-215 15A2 OUTIP CTRL POWER	\$153.11	9	\$1,377.99
Equipment Rack				
Middle Atlantic	BSPN-38-32 38SP 32DP BGR SIDE PANELS	\$432.44	1	\$432.44
Middle Atlantic	BGR-LVT9 9SPLARGE VENTED TOP PNL	\$39.51	1	\$39.51
Middle Atlantic	LF-HD HEAVY DUTY LEVELING FEET	\$20.30	1	\$20.30
Middle Atlantic	BGR-RR38 38SPBGR ADDL RAILPAIR	\$77.93	1	\$77.93
Middle Atlantic	PDT-1415C-NS 14 OUTLETS15ACORDNS	\$119.09	2	\$238.18
Middle Atlantic	RLNK-915R 15A9 OUTIP CTRL POWER	\$271.65	3	\$814.95
Middle Atlantic	BB-12 12SP SOLID COPPER BUSSBAR	\$65.85	1	\$65.85
Middle Atlantic	LACE-37-O-A 37SP3.25"WTIEPOST LACER	\$29.09	2	\$58.18
Middle Atlantic	D2LK 2SP ANOD DRAWER W/LOCK	\$151.46	1	\$151.46
Audio System				
Crestron	SAROS IC6T-W-T-EACH Saros 6.5" 2-Way In-Ceiling Speaker, White Textured, Single (must be ordered in multiples of 2)	\$140.24	6	\$841.44
Crestron	AMP-3210T 3x210W Commercial Power Amplifier, 4/8 or 70/100V	\$945.12	1	\$945.12
Biamp Systems	0450.900 Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 channels of AVB, AEC technology (all 12 inputs), 2 channel VoIP, and standard FXO telephone interface	\$2,437.80	1	\$2,437.80
Biamp Systems	0039.900 5-port expansion device	\$731.71	1	\$731.71



Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Biamp Systems	0498.900 AVB Beamtracking ceiling microphone, white ceiling mount	\$1,218.29	1	\$1,218.29
Biamp Systems	0500.900 Expansion AVB Beamtracking ceiling microphone, white ceiling mount	\$762.20	1	\$762.20
Control System				
Crestron	TSW-1070-B 10.1 in. Wall Mount Touch Screen, Black Smooth -S	\$2,000.00	1	\$2,000.00
Crestron	CP3N 3-Series Control System	\$1,585.37	1	\$1,585.37
Crestron	DM-NVX-E30 DM NVX 4K60 4:4:4 HDR Network AV Encoder	\$792.68	8	\$6,341.44
Crestron	DM-NVX-D30 DM NVX 4K60 4:4:4 HDR Network AV Decoder	\$792.68	9	\$7,134.12
Crestron	CBL-HD-6 Crestron Certified HDMI Interface Cable, 18 Gbps, 6 ft (1.8 m)	\$30.49	17	\$518.33
Crestron	DM-CBL-ULTRA-PC-7 DigitalMedia Ultra Patch Cable, 7 ft (2.1 m)	\$29.27	20	\$585.40
	16565 220-48P-10GE4 48PT POE+ 4 10GBE SFP+	\$2,235.12	1	\$2,235.12
Video Conferencing with Zoom				
POLYCOM INC.	7230-60896-001 EAGLEEYE MSR CAMERA,12X ZOOM WITH USB2.0 INTERFACE,1 REMOTE,1 USB 2.0 5M CABLE,P	\$1,207.32	1	\$1,207.32
GoldSeal Polycom	4870-60896-160 PARTNER PREMIER, ONE YEAR, EAGLEEYE IV 12X CAMERA WITH USB 2.0 INTERFACE. COMPAT	\$118.90	1	\$118.90



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Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
VADDIO	535-2000-240 THIN PROFILE WALL MOUNT FOR ROBOSHOT PTZ CAMERAS	\$104.23	1	\$104.23
Collaboration				
Barco	R9861520N CSE-200 SET A	\$1,603.66	1	\$1,603.66

Subtotal: **\$54,670.16**

Room 1 Services

Product Details	Ext. Price
Installation Labor	\$11,250.00
Commission Labor	\$1,250.00
Project Management	\$1,250.00
Design/Engineering	\$3,000.00
Programming Labor	\$7,000.00

Subtotal: **\$23,750.00**

Room 2 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Offices - 3				
Barco	R9861520N CSE-200 SET A	\$1,603.66	3	\$4,810.98

Subtotal: **\$4,810.98**

Room 2 Services

Product Details	Ext. Price
Installation Labor	\$150.00

Subtotal: **\$150.00**



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Room 3 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Conference Room				
Clevertouch	15465UXPR OUS UX PRO Series High Precision 65"	\$2,499.00	1	\$2,499.00
Clevertouch	1521061US Clevertouch OPS PC Module - i7 for new Impact Plus or UX Pro	\$1,925.00	2	\$3,850.00
Clevertouch	1542400 Height Adjustable Mobile Mount	\$1,096.34	1	\$1,096.34
POLYCOM INC.	7200-85830-001 STUDIO: AUDIOVIDEO USB SOUNDBAR, WITH AUTO-TRACK 120 FOV 4K CAMERA, USB STEREO	\$891.13	1	\$891.13
POLYCOM INC.	7230-86040-001 POLYCOM STUDIO DISPLAY MOUNTING KIT, HOL	\$149.30	1	\$149.30

Subtotal: **\$8,485.77**

Room 3 Services

Product Details	Ext. Price
Installation Labor	\$600.00
Project Management	\$125.00
Design/Engineering	\$150.00

Subtotal: **\$875.00**

Miscellaneous Materials

Product Details	Ext. Price
Miscellaneous Materials	\$4,078.00

Subtotal: **\$4,078.00**



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Service & Maintenance

Product Details	Ext. Price
Service & Maintenance	\$4,078.01
Subtotal:	\$4,078.01



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City of Texas City - EOC Center

Prepared by:

Houston

Sandy Hill
(832) 726-1917
Fax 713.781.3338
shill@datapredictions.com

Prepared for:

City of Texas City

1801 9th Ave N
Texas City, TX 77591
Robert Turner
(409) 948-3111
rtturner@texascitytx.gov

Quote Information:

Quote #: 007745

Version: 1
Delivery Date: 01/25/2021
Expiration Date: 02/26/2021

Quote Summary

Description	Amount
Room 1 - Hardware	\$54,670.16
Room 1 Services	\$23,750.00
Room 2 - Hardware	\$4,810.98
Room 2 Services	\$150.00
Room 3 - Hardware	\$8,485.77
Room 3 Services	\$875.00
Miscellaneous Materials	\$4,078.00
Service & Maintenance	\$4,078.01

Subtotal: **\$100,897.92**
Shipping: **\$2,378.80**
Total: **\$103,276.72**

Payment Options

Description	Payments	Interval	Amount
Payment Options			
Net 30	1	One-Time	\$103,276.72

Other service options available. Contact your sales representative.

By signing this agreement, you are accepting our Terms and Conditions. This does not negate the need for a purchase order or any other purchasing requirement which your company necessitates. Data Projections reserves the right to require a customer down payment/deposit contingent on the creditworthiness of the customer.



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Houston

City of Texas City

Signature: _____

Name: Sandy Hill

Title: Director of Business Development

Date: 01/25/2021

Signature: _____

Name: Robert Turner

Date: _____



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Statement of Performance

TERMS AND CONDITIONS

Notice

This Scope of Work is delivered on the basis of the following Assumptions:

- Site preparation by the Customer includes electrical, wall reinforcement, telephone and data network infrastructure placement per Data Projections specification.
- All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by Data Projections project manager.
- In Room(s) where installation is to be completed are to be made available for Data Projections exclusive use on the days of the scheduled installation. Unless specifically arranged in advance, rooms will be available during normal business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM excluding holidays. All required spaces (rooms, access points, etc.) must be available at the start of the installation and remain available for the duration of the Project. Any required space that is unavailable during the scheduled installation time frame may result in delayed delivery of the Project and/or additional charges. Additional rates will only be applied after execution of Data Projections generated Project Change Request according to the Change Management Procedure section following and signed approval by Owner or Owner's representative.
- The project schedule must allow for sufficient time for completion of all installation and final testing of systems prior to occupancy of the site. If sufficient time is not allowed, Data Projections will be held harmless for systems that do not meet requirements. In this case, all costs associated with completion of work, including overtime labor rates, will be considered outside the scope of this offering and billable to the Client. Unless otherwise stated, the installation shall be scheduled contiguously from start to finish. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such prior to acceptance of this SOW. If notification is made after initial acceptance of this SOW, Change Management Procedure section following shall be implemented and additional charges may apply. Data Projections reserves the right to revise the proposal/scope of work based upon information obtained from subsequent site surveys and other sources not available at the time of that the original proposal was issued.
- Data Projections reserves the right to substitute equipment of similar specifications should any of the specified equipment be unavailable at time of order from the manufacturer. This will be done in an effort to maintain the completeness of the proposed audiovisual system and meet the anticipated installation schedule. Data Projections will notify the client in the event there is a need for any equipment substitutions.
- There is secure storage for equipment during a multiple-day integration. If secure storage is not available for the duration of the multiple day integration period, Data Projections reserves the right to; delay the installation until secure storage is available which could result in project completion delays and additional storage and delay fees; payment in full for the materials and equipment that cannot be secured thus constituting transfer of ownership and relieving Data Projections of its responsibility and liability for security and protection of said materials and equipment against damage and theft.
- If Customer furnished equipment and existing cabling is to be used, Data Projections assumes that these items are in good working condition and will integrate into the designed solution. Any repair, replacement



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- and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational and functional before Data Projections' integration begins. Data Projections will not be responsible for testing the LAN connections.
 - Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
 - Document review / feedback on touch panel layout / correspondence will be completed by the Customer within two business days. {unless otherwise noted}

Integration Project Management Processes

Data Projections will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Needs Analysis – performed prior to Scope of Work
- Project Welcome Notice – emailed upon receipt of Purchase Order/Notice to proceed
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status updates – informal or formal – either by phone, email or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals
- Substantial Completion – Customer walk-through and user acceptance training – prior to Service transition (if purchased)

User Acceptance Training

This is geared specifically towards the end-user / operator. The purpose of this training is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system.

Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut Down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required



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Change Management Procedure

Any changes to the Scope of the project that effect the contractual value of the project must be in writing signed by the Customer and an authorized representative of Data Projections, Inc. Oral changes to the project scope, equipment or materials shall not be binding upon the parties. Changes may impact the ability of Data Projections, Inc. to deliver the desired solution per the original terms of the Contract. After acceptance of this Scope of Work, such signed and approved change orders will be incorporated by reference into and become part of this Contract and will be processed in accordance with the Change Management Procedure detailed below.

Proprietary Notice

This proposal contains confidential information and intellectual property of Data Projections and may be legally privileged. Recipient agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for evaluation of its contents.

Payment Schedule

The total for this proposal/project is presented as a "not to exceed" unless Data Projections and the "client" agree to add hardware, software or functionality not specifically addressed in this Statement of Work/Executive Summary. The payment schedule outlined in the Payment Options section is contingent on the established line of credit approved by the company. If credit terms are extended, the standard terms are NET 30 days. If credit terms are not requested or extended, payment will be required in full before hardware is ordered or installation dates are scheduled.

Returns

The approval of product returns is at the discretion of Data Projections and requires a return authorization number. Products that are defective will be repaired, replaced or credited in accordance with the manufacturer's warranty. Goods returned for reasons other than warranty or defect must be in original, undamaged and untarnished condition and must include all original packaging, documentation and accessories. Restocking fees may apply to the items being returned. Any custom ordered products cannot be returned. Please consult Data Projections for additional details.

Warranty

All new equipment provided by Data Projections includes each manufacturer's full warranty from the date of invoice. Data Projections will honor all warranty requirements as depot service. Data Projections supplies a 90-day workmanship warranty from the date of completion of said system, unless superseded by an extended warranty, service agreement and/or preventative maintenance agreement. If a Data Projections service agreement is purchased all hardware purchased through Data Projections will be covered with no additional service or replacement fees throughout the life of the agreement even if the hardware is no longer covered under the manufacturer's warranty. Data Projections warrants the system to be free of defects in materials and workmanship and fit for the intended purpose. This warranty does not cover equipment or system abuse, misuse including, but not limited to, operating outside of environmental, electrical, temperature or humidity specifications, system alterations neither approved nor performed by Data Projections; or repair by a service facility other than those authorized by the manufacturer.

Indemnification

Data Projections agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, director and employees (Collectively, Client) against all damages, liabilities or costs, including reasonable attorney's



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fees and defense costs, to the extent caused by the Data Projections' negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom Data Projections is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Data Projections, its officers, directors, employees and sub-consultants (collectively, Data Projections) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Data Projections shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

No Hire Policy

During the term of the Contract, and for a period of one (1) year after the termination of the Contract, or the completion of the Project, whichever is later, the Client agrees that it will not directly solicit the employment of any individual that was employed by Data Projections during the term of the Contract. In the event Client breaches this provision, the parties agree that it would be difficult to establish the precise amount of damages incurred by Data Projections as a result of such conduct, and therefore the parties agree that immediately upon hiring said individual, Client shall pay to Data Projections an amount equal to 50% of the gross annual salary or wages paid to the individual in question during the twelve months prior to the termination of that individual's employment with Data Projections. This fee shall not apply if the individual responds to a general employment advertisement through newspapers, on-line job boards or postings, agencies, open house, or job fairs.



SILVER Service Maintenance Agreement - Full Hardware Warranty

The Maintenance Agreement for Audio/Visual Presentation Systems

Our **Silver Maintenance Program** minimizes risk and solves service issues quickly and efficiently to provide our clients with optimal usage of their audio/visual solution without extended delay. As an authorized reseller and service center for many manufacturers, Data Projections has built an infrastructure of qualified and experienced service technicians. Our technicians receive a series of audio/visual industry certifications and intensive manufacturer training to obtain product knowledge and provide exceptional service.

On-Site Technical Response

The Service Department hours of operation are 8:00AM to 5:00PM Monday through Friday excluding holidays. Data Projections will request preliminary diagnostic information from the client related to the service request prior to a technician being dispatched to a client's facility. If the issue is unresolved, a technical representative will arrive within eight business hours of the call to assess the issue(s) with the A/V solution. Any client outside of a 50-mile radius from the nearest Data Projections location will require adjustment to the above on-site technical response time, depending on travel requirements. All after-hour, weekend, and holiday service charges are billed at time and a half.

Remote Technical Assistance

Data Projections will provide unlimited toll-free technical assistance by phone (1.866.225.5374) or email DPIServiceTeam@dataprojections.com Monday through Friday 8:00AM - 5:00PM. Messages left after hours will be returned by 10:00AM on the following business day.

Shipping

Data Projections will provide any UPS ground shipping associated with the return of A/V product to the manufacturer repair center. Crating or special packaging required for the return of products will be included at no additional charge to the client.

Manufacturer Warranties

Data Projections will process all manufacturer warranty claims for hardware purchased through Data Projections. Data Projections will cover all costs associated with the submission, parts, and labor, and return of hardware requiring repair. If the hardware cannot be repaired, Data Projections will replace the defective unit at no additional cost to the customer even if the hardware is outside the manufacturer warranty period. Owner furnished equipment (OFE) not purchased through Data Projections is not eligible for manufacturer warranty services.

Training

Data Projections will provide an additional training overview session during the agreement period upon request from the client. The session can be used to refresh existing skills, train new employees or help you achieve maximum performance of your A/V system.

Troubleshooting

If it is determined that the client network is causing the issue, our technicians will troubleshoot and work directly with the client's IT department to help resolve any issues. All reasonable efforts will be made to ensure video quality and reliability are upheld.

Owner Furnished Equipment (OFE) Coverage

Any owner furnished equipment (OFE) integrated with a Data Projections maintenance agreement excludes manufacturer warranty support. Non-warranty repair fees and shipping for OFE are the responsibility of the client.

Service Maintenance Agreement Effective Date

The service maintenance agreement shall commence on the first day of system completion or customer use, whichever is earlier, and continue for one full year unless specified for a different duration.

***dataprojections.com/ 1.866.CALL.DPI

Austin – Dallas – Houston – San Antonio.

Simply
Connected.

TEXAS CITY EOC AV UPGRADE

12/2/2020



VISIONALITY

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

PREPARED FOR:

CITY OF TEXAS CITY

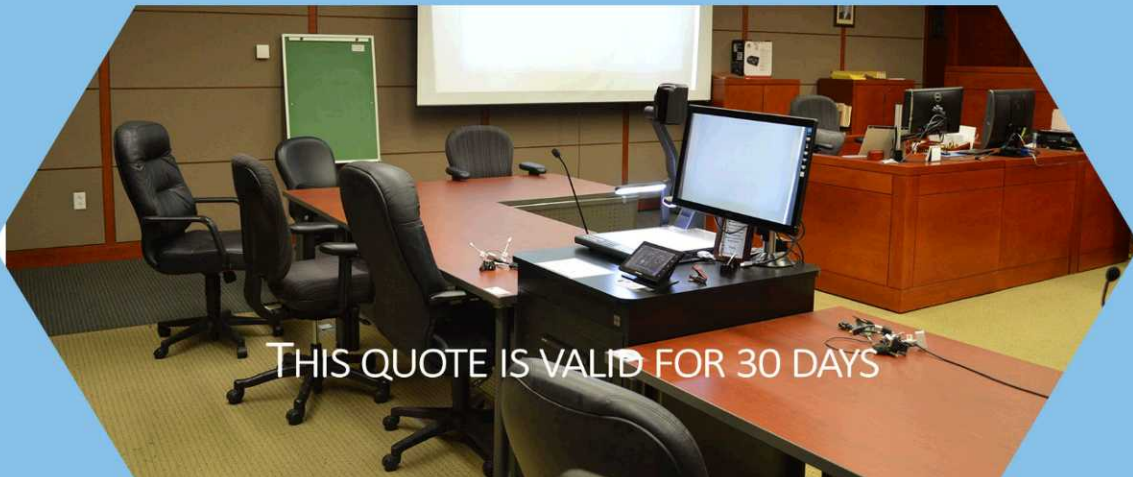
ROBERT TURNER

SETH LEVANEN

TECHNOLOGY CONSULTANT

SETH@VISIONALITY.COM

(214) 276-0124



THIS QUOTE IS VALID FOR 30 DAYS

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 **City of Texas City** for the express interest of offering products and services to **City of Texas City**. The particulars of this proposal must remain confidential between the personnel of **City of Texas City** 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

Visonality 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 City of Texas City. This allows us to contribute in a meaningful way to the overall design in this proposal.

CONVERGENCE OF A/V AND IT

Visonality 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 a solution upgrading A/V components for Texas City's newly renovated Emergency Operations Center:

Customer Request:

Request from customer elicited from in-person discussion between Visionality Sales and Texas DPS Staff:

1. 2 Conference Rooms:
 - a. Video Conferencing:
 - i. 1 x UC sound bar with built-in microphone, speakers, and camera.
 1. Will integrate with OFE client-based VTC system installed by customer on interactive displays' onboard PC.
 - b. Video System:
 - i. Inputs:
 1. 1 Video input from interactive display's onboard PC.
 2. 1 OFE CATV receiver.
 3. 1 HDMI wallplate with USB place for interactivity.
 4. 1 video feed from main display in EOC.
 - ii. Outputs:
 1. 1 ~85" interactive display with onboard PC running Windows 10.
 - a. Wall-mounted on a height adjustable mount.
 - b. Interactivity should include annotation features.
 - c. Audio System:
 - i. Audio input and output from UC soundbar.
 - d. Control:
 - i. 1 wireless touchpanel to control room's display, input selections, and audio.
 1. Include charging dock and tabletop docking station.
 - e. Podium or Room Rack:
 - i. Store equipment in height-adjustable mount's lower console storage bay.
2. Emergency Operations Center:
 - a. Video Conferencing:
 - i. 1 x A/V Bridge to provide client-based video teleconferencing.
 1. 1 wall-mounted HD PTZ camera for room video pickup.
 - b. Video System:
 - i. Inputs:
 1. Assume 1 x OFE CATV input for each video output (6 total).
 2. 1 Barco Clickshare wireless presentation device.
 3. 2 OFE PCs for interactive displays.
 4. 2 HDMI inputs with USB extension at the front floorbox locations.
 - ii. Outputs:
 1. 2 ~85" interactive displays on seating-arrangement front-wall.
 - a. Wall-mounted on a height adjustable mount.
 - b. Interactivity should include annotation features.
 2. Fill area above interactive displays with as many displays on one row.
 - a. 4 x 55" wall-mounted displays.
 3. Video feed to the two conference rooms mentioned above.
 - iii. Video Matrixing:
 1. Include video matrix routing system that allows any input to be routed to any output from control system.
 - c. Audio System:
 - i. Digital Signal Audio Processor:
 1. Provide capabilities to deliver client-based VTC over the OFE PC, via USB AV Bridging.

- 2. Provide ability for telephony conferencing.
 - a. Note, requires SIP integration; local phone system must be SIP capable.
- ii. Inputs:
 - 1. 4 x ceiling-mounted on-tile low-profile microphones.
- iii. Outputs:
 - 1. Ceiling-mounted speakers with 3 zones of audio (front, middle, rear of room).
- d. Control:
 - i. 1 9-10" wireless touchpanel providing full room control via a simple, intuitive end-user interface.
 - 1. Provide a charging wall dock and tabletop stand.
- e. Room Rack:
 - i. Place rack for storage of all A/V equipment in adjoining closet.
 - ii. Ensure rack holds a UPS for rack-mounted equipment.

Description of the project:

The project consists of following solution for the EOC AV Upgrade:

2 Conference Room Project Overview: Upgrade installs a Viewsonic 85" interactive display with built-in OPS slot PC running Windows 10. Display mounted on an electric height-adjustable mount for ADA compliance, and end-user accessibility. Additional inputs for the display are an HDMI wallplate with extended USB for interactivity, an OFE CATV receiver (must be present, activated, and operational at time of installation), and a video feed from any selected input from the EOC. Video teleconferencing achieved over a Crestron UC soundbar with built-in camera, microphone, and speakers, and integrates directly with the built-in PC over USB AV Bridging, natively. A wireless 9" touchpanel, stored within an in-wall docking station (which functions as a wall-mounted touchpanel until undocked), serves as the main control interface for the room, and includes a tabletop mount to be placed at any table or seat location when undocked.

EOC Project Overview: System revolves around Digital Media matrix switching and control system, which provides a scalable, modular, future-proofed design for the Emergency Operation Center, and this solution provides a multitude of both audio and video inputs, matrix routing, and audio signal processing, via modular cards easily interchanged within switcher's chassis, 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. Video inputs for room are 2 HDMI wallplates with USB extension at the front of the room, 2 HDMI OFE rackmounted desktop inputs, and 6 OFE CATV receivers (must be present, activated, and operational at time of installation), and one Barco Clickshare wireless presentation system. Video outputs are 2 Viewsonic 85" interactive displays, mounted on an electric height-adjustable mount for ADA compliance, and end-user accessibility. Above these displays is a row of 4 55" wall-mounted displays to provide additional video output, and two additional system outputs feed the two conference room displays. All video inputs are matrix-routable to any display within the room. Audio inputs are an array of 4 on-tile low-profile ceiling-mics that provide pristine audio coverage within each room, and enable both client-based VTC and audio conferencing via the room's digital signal processor. Audio outputs via 6 ceiling-mounted speakers and an amplifier, outputting in front, middle, and rear zones. All audio managed via a digital signal processor with high-end conferencing acoustic echo cancellation, and SIP telephony built-in. Client-based video teleconferencing enabled by an A/V bridge, fed by one wall-mounted HD PTZ camera; this signal as well as the audio DSP's signal will be fed to one OFE rackmounted PC, which can then operate client-based VTC over numerous platforms such as Zoom, MSTeams, WebEx, GotoMeeting, etc. Room's equipment stored in the adjoining closet with a full-height rack. Lastly, the room receives a control system that's centralized; controlling both the EOC's system, and the two conference room systems in order to reduce costs. Control interface for the room is from a wall-docking wireless 9" touchpanel that allows for administration of the room's system from any location within room. Room's equipment stored in the adjoining closet with a full-height rack.

Content Video System: From a video perspective, video inputs for room are 2 HDMI wallplates with USB extension at the front of the room for native interactivity with the two interactive displays, 2 HDMI OFE rackmounted desktop inputs with interactivity extended to the 2 interactive displays, 6 OFE CATV receivers (must be present, activated, and operational at time of installation), and one Barco Clickshare wireless presentation system with 1 USB step-in puck. Video can be matrix-routed to any output within the room. 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 2019 may be connected to the system.

Room Video Outputs: Primary video output along the primary wall comes from 2 Viewsonic 86" interactive displays, mounted on an electric height-adjustable mount for ADA compliance, and end-user accessibility. Displays have interactivity components extended to the 2 front-of-room HDMI inputs as well as the two OFE rackmounted PCs. An additional set of 4 NEC 24/7 55" displays, wall-mounted above the 86" displays. Routing is managed from the touchpanel where desired matrix-routing via individual source selection occurs from a subpage on the touchpanel.

Audio System: Room audio pickup occurs an array of 4 in-tile/on-tile flat ceiling microphones that utilize a beamforming mic-array technology delivering exceptional participant pickup matching that of tabletop microphones, as well as cleanly integrate directly into Biamp's digital signal processors. From an output perspective, audio outputs from 6 ceiling-mounted speakers in zones (front, middle, rear, or single), ensuring proper audio coverage without the creation of hot spots/dead zones, and delivering a superior audio output with comfortable audio levels for any use within the room. Audio functions/tuning/feedback suppression all controlled a Biamp Tesira FORTE AVB VT, which includes SIP telephony integration (SIP telephony requires a SIP-enabled telephone system, SIP extension and configuration information to be present at the time of installation, and IT/Telephony personnel availability during commissioning). Commissioning includes pinking, tuning, balancing, and feedback suppression of room to ensure pristine audio that "just works".

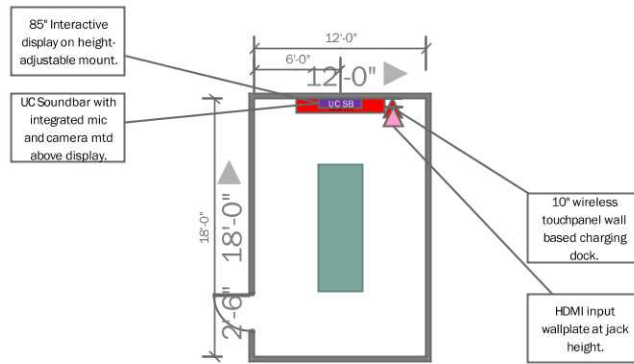
Video and Telephone Conferencing System: For video conferencing, and A/V bridge provides camera pickup over 1 wall-mounted HD PTZ camera as well as the room's audio, to one of the OFE rackmounted PCs, for use on a client-based VTC system, as mentioned above. Voice conferencing achieved via the audio DSP's microphone and SIP telephony integration, with an end-user dialer interface provided on the touchpanel.

Control System: Control achieved through the previously mentioned wireless touchpanel. A wireless 9" touchpanel, wall-docked in a charging-dock at a location near the front of the room, provides untethered control for a presenter, or for room administration at any of the table locations within the room, and includes a tabletop dock for placement when used at other stations. The control interface's primary page provides a simple, intuitive easy-to-use interface for room control via fully automated system on/off macros, content selection inputs and control, as well as output 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. A secondary touchpanel page delivers a matrix-routing page allowing content sources to be separately sent to the wall-mounted displays. Another secondary page provides teleconferencing control, and camera controls.

Approach:

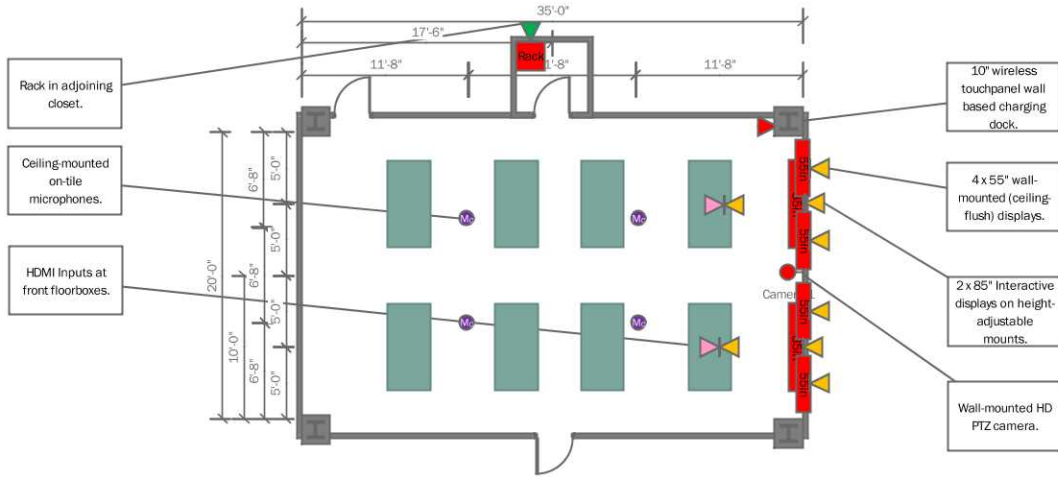
Installation: Turnkey installation provided for project, with a professional project manager guiding pre-installation tasks, installation tasks, commissioning tasks, and handover to the service team. All cabling and system mounts included in pricing, with directly requested hardware, software, and licenses 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 1 week of installation with an overlapping 4-5 days to commission and train.

Room Layout for Conference Rooms:



1 Room Layout
N.T.S., for notation only.

Room Layout for EOC:



1 Room Layout
 25.000 N.T.S., for notation only.

Notes:

Here is the quote you requested.

Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
This Quote is produced for the The Interlocal Purchasing System					
This Quote is produced for the Texas DIR Contract DIR-TSO-3889 (Visionality)					DIR
2.00	*****A/V Equipment for CR138 and 149*****		\$19,177.64	\$13,063.74	\$26,127.48
		<i>*Video Conference System*</i>			
		<i>1 x UC Video Conf. Soundbar with Built-In Camera, Mics, and Speakers</i>			
		<i>*Video Inputs*</i>			
		<i>1 x Built-In PC on Interactive Display</i>			
		<i>1 x HDMI with USB Wallplate Input</i>			
		<i>1 x OFE CATV Rcvr</i>			
		<i>1 x EOC Primary Video Input</i>			
		<i>*Video Outputs*</i>			
		<i>1 x 86" Interactive Display on Height-Adjustable Mount with Built-In PC</i>			
		<i>***All-In-One A/V Switching and Control System***</i>			
		<i>1 x Shared Building Control Processor from EOC</i>			
		<i>1 x Video Extension Kit for Room</i>			
		<i>1 x 9" Wireless Control Touchpanel, Wall-Dock and Tabletop Mount Included</i>			
2.00	*CR139 and 149 Rack, Display Mounts, and Wallplates*		\$2,824.20	\$2,026.37	\$4,052.74
2.00	*CR139 and 149 Room Cabling and Materials*		\$1,562.18	\$967.41	\$1,934.82
		<i>USB Extenders</i>			
1.00	*****A/V Equipment for EOC*****		\$81,708.28	\$54,973.87	\$54,973.87
		<i>*Video Conference System*</i>			
		<i>1 x AV Bridging Client-Based VTC System</i>			
		<i>*Video Conference Cameras*</i>			
		<i>1 x HD PTZ Wall-Mounted Camera</i>			
		<i>*Video Inputs*</i>			
		<i>2 x OFE PCs for Interactivity and Client-Based VTC</i>			
		<i>6 x OFE CATV Receivers</i>			
		<i>1 x Barco Clickshare CSE-100 With USB Step-In Puck</i>			
		<i>2 x HDMI Floorplate Inputs at Front of Room</i>			
		<i>*Video Outputs*</i>			
		<i>2 x 86" Interactive Display on Height-Adjustable Mounts</i>			
		<i>4 x 55" Wall-Mounted Displays</i>			

Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
		<i>*Multichannel Digital Signal Processor*</i>			
		<i>1 x Multichannel Digital Signal Processor</i>			
		<i>*Audio Inputs*</i>			
		<i>4 x Ceiling-Mounted On-Tile Low Visibility Microphone Arrays</i>			
		<i>*Audio Outputs*</i>			
		<i>6 x 6.5" Ceiling-Mounted In-Tile Speakers</i>			
		<i>1 x Modular Power Amplifier - 3 Channel</i>			
		<i>***All-In-One A/V Switching and Control System***</i>			
		<i>1 x All-In-One A/V Switching and Control System</i>			
		<i>1 x Video Extension Kit for Room</i>			
		<i>1 x 9" Wireless Control Touchpanel, Wall-Dock and Tabletop Mount Included</i>			
		<i>1 x Rackmounted UPS for A/V Rack</i>			
		<i>1 x USB Switcher Input Kit for Interactive Displays</i>			
1.00		Rack, Display Mounts, and Wallplates	\$12,349.00	\$8,236.06	\$8,236.06
1.00		Room Cabling and Materials	\$7,218.64	\$4,463.13	\$4,463.13
		<i>USB Extenders</i>			
1.00		Project Professional Services and Programming	\$11,400.00	\$7,410.00	\$7,410.00
1.00		Installation, Integration, and Comissioning	\$34,440.00	\$22,386.00	\$22,386.00
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)	\$2,706.92	\$2,571.57	\$2,571.57
		<i>***Options Below are NOT Included in Total***</i>			
0.00		<i>*Option Converting Conference Rooms from UC Soundbars to Client-Based VTC Bridged System with HD PTZ Camera, and Audio Integration into Telephony System*</i>	\$10,259.72	\$8,752.34	\$0.00

Total List	\$196,950.88
Total Discount Price	\$132,155.67
Shipping	\$0.00
Sales Tax	\$0.00
Grand Total	\$132,155.67

Notes:

Please contact me if I can be of further assistance.

Visionality
1778 N. Plano Rd. #211b

SL110520M-01
Richardson, TX 75081

(214) 276-0124

Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
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Responsibilities *(Unless otherwise specified above)*

Visonality Obligations

Visonality will be responsible for the following:

- Testing new system and making sure all is properly operational from both the hardware and software perspective.
- Visonality 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 Visonality 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 Visonality 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, Visonality 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 Visonality 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 configured with proper ports opened .
 - 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 Visonality to create a mutually acceptable method that will allow remote access to installed equipment.

Visonality

SL110520M-01

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Richardson, TX 75081

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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**
DESIGNS THAT COMPUTE

SILVER SERVICE

prepared for:

City of Texas City

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	City of Texas City
Location	1801 9th Avenue North Texas city TX
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
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ORDINANCE NO. 21-02

AN ORDINANCE AMENDING ORDINANCE NO. 20-35, ADOPTING THE 2020-2021 FISCAL YEAR BUDGET TO APPROPRIATE FUNDS FOR THE TECHNOLOGY NEEDS OF THE EMERGENCY OPERATIONS CENTER; DIRECTING THE CHIEF EXECUTIVE OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET IN THE OFFICE OF THE GALVESTON COUNTY CLERK; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, by Ordinance No. 20-35, the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2020 - 2021; and

WHEREAS, a budget amendment is needed to appropriate funds for the technology needs of the Emergency Operation Center.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2: That the budget for Fiscal Year 2020 - 2021 of the City of Texas City, Texas, is hereby amended as follows:

General Fund (101) Emergency Management (206):

Equipment	\$103,276.72
Unassigned Fund Balance	(\$103,276.72)

SECTION 3: That the chief executive officer shall file or cause to be filed a copy of this budget amendment in the office of the Galveston County Clerk.

SECTION 4: That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of all members of the City Commission.

SECTION 5: That this Ordinance shall be finally passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption.

PASSED AND ADOPTED this 3rd day of March 2021.

Dedrick D. Johnson, Sr., Mayor

City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(6) (a)

Meeting Date: 03/03/2021

Submitted By: Rhomari Jackson, Management Services

Department: Management Services

Information

ACTION REQUEST (Brief Summary)

Approve City Commission Minutes for February 17, 2020 meeting. (City Secretary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, FEBRUARY 17, 2021 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, FEBRUARY 17, 2021, at 5:00 P.M. in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:01 p.m. by Mayor Dedrick Johnson, Sr.

1. ROLL CALL

Present: Dedrick Johnson, Mayor
Kevin Yackly, Commissioner At-Large
Keith Henry, Commissioner District 1
Felix Herrera, Commissioner District 2
Jami Clark, Commissioner District 4

Absent: Thelma Bowie, Commissioner At-Large, Mayor Pro Tem
Dorthea Jones Pointer, Commissioner District 3

2. INVOCATION

Led by Mayor Johnson, Sr.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner District 2 Felix Herrera.

4. PROCLAMATIONS AND PRESENTATIONS

a. Service Awards

Michael Arthur	Public Works	02/28/2011	10 years
Guillermo Marquez	Water Distribution	02/21/2011	10 years
Samantha Massey	Administration	02/04/2011	10 years
Christopher Martinez	Fire	02/22/2006	15 years
Eric Cisneros	Police	02/16/2006	15 years

5. REPORTS

a. Racial Profiling Report (Marshal's Office)

Postponed to March 3, 2021.

b. Financial Quarterly Report (Finance)

Postponed to March 3, 2021.

6. PUBLIC COMMENTS

There were none.

7. CONSENT AGENDA

Motioned by Commissioner District 4 Jami Clark, seconded by Commissioner District 2 Felix Herrera, to approve Consent Agenda items a, b, c, d, e, and i.

- a. Approve City Commission Minutes for February 3, 2021 meeting. (City Secretary)

Vote: 5 - 0 CARRIED

- b. Consider and take action Resolution No. 21-011, approving the purchase, delivery, and installation of treadmills and weight equipment for the Lowry Fitness Center from Comm FIT through Buyboard (Contract No. 502-16), a local government purchasing cooperative. (Recreation & Tourism)

Vote: 5 - 0 CARRIED

- c. Consider and take action on Resolution No. 21-012, approving a contract for RFP No. 2021-092 Control System Maintenance and Repair. (Public Works)

Vote: 5 - 0 CARRIED

- d. Consider and take action on Resolution No. 21-013, approving a contract for Bid No. 2021-395 Water Line Replacement Project - Phase 18. (Public Works)

Vote: 5 - 0 CARRIED

- e. Consider and take action on Resolution No. 21-014, approving a contract for Bid No. 2021-398 Sanitary Sewer Rehabilitation Project - Phase 20. (Public Works)

Vote: 5 - 0 CARRIED

- f. Consider and take action on Resolution No. 21-015, approving a contract for Bid No. 2021-396 Rehabilitation of the Godard 1,000,000 Gallon Elevated Storage Tank. (Public Works)

Item pulled by Mayor Johnson, Sr.

Jack Harrison, Public Works Director, explained the rigorous process of having the storage tank cleaned and repainted.

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner District 2 Felix Herrera

Vote: 5 - 0 CARRIED

- g. Consider and take action on Resolution No. 21-016, approving a contract for Bid No. 2021-397 Texas Avenue Drainage Improvements Project. (Public Works)

Item pulled by Mayor Johnson, Sr.

Jack Harrison, Public Works Director, stated that this project would significantly reduce flooding in this area.

Motion by Commissioner District 2 Felix Herrera, Seconded by Commissioner District 1 Keith Henry

Vote: 5 - 0 CARRIED

- h. Consider and take action on Resolution No. 21-017, approving the purchase, delivery, and installation of Playground Units at seven park locations throughout the City from Playpower LT Farmington, Inc. through Buyboard (Contract No. 592-19) - local government purchasing cooperative. (Recreation & Tourism)

Item pulled by Mayor Johnson, Sr.

Dennis Harris, Recreation and Tourism Director, stated the 11 large parks within the City have been upgraded. This item will begin the upgrade of 7 "neighborhood" parks, which are smaller with fewer amenities.

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner District 2 Felix Herrera

Vote: 5 - 0 CARRIED

- i. Consider and take action on Resolution No. 21-018, appointing and/ or reappointing members to the Library Board. (Library)

Vote: 5 - 0 CARRIED

8. MAYOR'S COMMENTS

Mayor Johnson, Sr. stated that on February 18, 2021, he will sign a Declaration of Disaster and Local Emergency Proclamation. The Proclamation will be effective for seven (7) days.

Mayor Johnson, Sr. also thanked Texas City Residents for staying off the roads during the freeze, resulting in zero (0) accident reports.

9. COMMISSIONERS' COMMENTS

Every Commissioner present thanked City Staff and First Responders for the actions that they took during the Texas Freeze.

Dennis Harris, Recreation and Tourism Director, stated that eight teams have signed up for the City Cornhole League.

Mike Stump, Waste Management, stated that trash service will resume on Thursday, February 18th.

Thomas Munoz, Emergency Management Director, gave a weather update and a synopsis of the last 36 hours.

10. ADJOURNMENT

Having no further business, Commissioner Felix Herrera made a MOTION to ADJOURN at 5:37 p.m.; the motion was SECONDED by Commissioner Keith Henry. All present voted AYE. MOTION CARRIED.

Dedrick D. Johnson, Sr., MAYOR

ATTEST:

Rhomari Leigh, City Secretary
Date Approved:

CITY COMMISSION REGULAR MTG

(6) (b)

Meeting Date: 03/03/2021

Submitted By: Rhomari Jackson, Management Services

Department: Management Services

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 21-019, ratification of the Disaster Declaration.
(Mayor)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

RESOLUTION 21-019

A RESOLUTION CONTINUING THE DECLARATION OF LOCAL STATE OF DISASTER FOR THE CITY OF TEXAS CITY, TEXAS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City of Texas City on March 18, 2020, took extraordinary measures resulting from Covid-19; and

WHEREAS, the Mayor of Texas City and City Commission has determined that these extraordinary measures must be taken to protect the citizens of Texas City, and

WHEREAS, the City Commission of Texas City has determined the need to extend the declaration for thirty (30) additional days. Today's Extension will continue until 5:00p.m. April 7, 2021.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION: The City Commission of the City of Texas City, Texas pursuant to Texas Government Code Section 418.108(b) hereby consents to continuing the declaration of local state of disaster for the City of Texas City, Texas.

SECTION 2: The declaration of local state of disaster for the City of Texas City, Texas, resulting from Covid-19 is therefore continued.

SECTION 3: This declaration continuing a local state of disaster shall be effective for thirty (30) days on and from its date of issuance, provided however that this declaration may be terminated before the expiration of thirty days by subsequent order of the Mayor, and may be continued or renewed beyond thirty days from its date of issuance only with the consent of the City Commission of the City of Texas City, Texas.

SECTION 4: This declaration continues the activation of the City's Emergency Management Plan.

SECTION 5: This declaration continues the activation of the recovery and rehabilitation aspects of all applicable local or interjurisdictional emergency management plan and authorizes the furnishing of aid and assistance under the declaration.

SECTION 6: This declaration shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

SECTION 7: That this declaration shall take effect immediately from and after its issuance.

PASSED AND ADOPTED this 3rd day of March 2021.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(6) (c)

Meeting Date: 03/03/2021

2021-093 RFP for Water and Sewer Line Locate Services

Submitted For: Mike McKinley, Public Works **Submitted By:** Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Consider and take action awarding a contract for Water and Sewer Line Locate Services.

BACKGROUND

The request for proposals was advertised February 2nd and February 9th 2021 and bid packets were sent to local area vendors. The proposals were opened on February 23, 2021 at 10:00 a.m..

A copy of the USIC Locating Services, LLC proposal is attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department to award the contract for RFP # 2021-093 Water and Sewer Line Locate Services to USIC Locating Services, LLC for the amounts listed and that the Mayor is authorized to execute a contract on behalf of the City Commission.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A
Resolution



PROTECTING INFRASTRUCTURE

February 11, 2021

The City of Texas City
Public Works Department
7800 Emmett F Lowry Expressway
Texas City, TX 77591

Re: RFP # 2021-083 Water and Sewer Line Locating Service

We are very pleased to have the opportunity to provide a proposal of services to the City of Texas City and continue our partnership on your 811 ticket locating. We have prepared and attached a very aggressive proposal for your review.

In making your decision, we request that you consider the following success factors when outsourcing with USIC:

- ♦ As America's leading provider of locating services since 1979, USIC has earned the reputation for superior quality and performance.
- ♦ "Safety first" is one of USIC's most important fundamentals, with a focus on new and better ways to be both safe and productive; and
- ♦ We offer the leading-edge locating technology tools in the industry.
- ♦ We complete more than 1,500 locates annually within in the City of Texas City.
- ♦ There is not another vendor that has the staffing, experience, or familiarity with your city or infrastructure.

We would like to thank you for the opportunity to submit a response to your Request for Proposal. We are confident that your Selection Team will look closely at the value USIC offers while significantly reducing the risk to your plant throughout Texas City.

Should you have any questions regarding our proposal submittal, please do not hesitate to contact me directly at (303) 263-0200, or via email at JackHaake@usicllc.com

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Haake', written in a cursive style.

Jack A. Haake
Regional Account Manager
C: 303-263-0200
www.usicllc.com



Texas City
T E X A S

Request for Proposal

Water and Sewer Line Locating Service

2021-093

Due Date: Tuesday, February 16, 2021
10:00 am CST

Prepared By

USIC Locating Services, LLC



PROTECTING INFRASTRUCTURE

Table of Contents

Cover Letter	Section 1
Title Page	Section 2
Table of Contents	Section 3
Understanding of Approach	Section 4
Relevant Experience	Section 5
Staff / Organizational Chart	Section 6
Availability	Section 7
Cost	Section 8



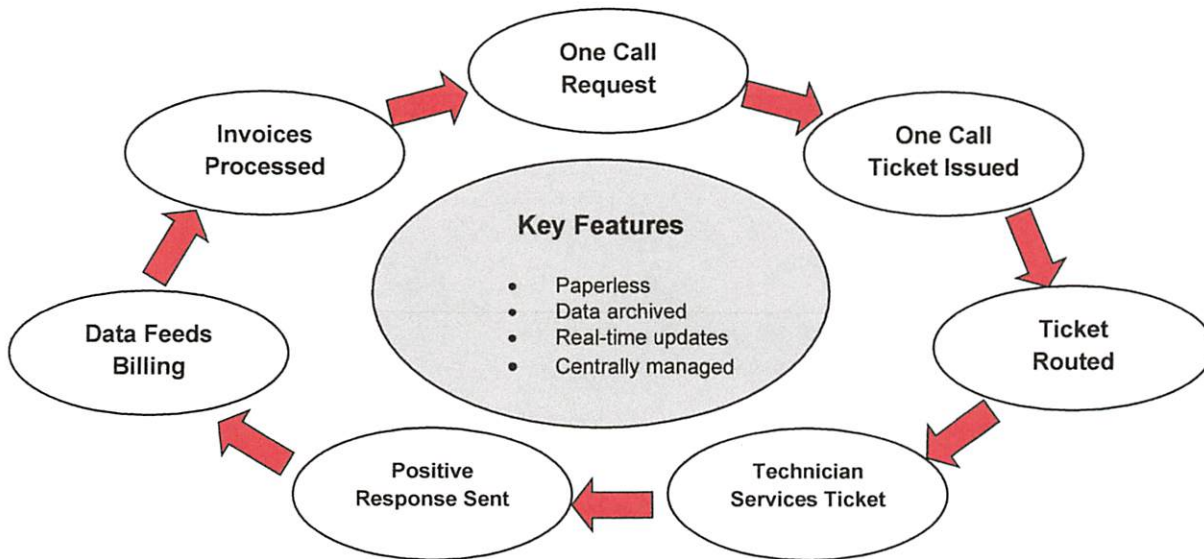


Understanding and Approach

USIC will be available 24x7x365 to receive and respond to 100% of the City’s locate tickets from the Texas 811 one call center.

The management and servicing of a locate request is a fully automated process that provides immediate access to field personnel. This results in timely and accurate locating by designated Technicians. The request is initiated by the Texas One Call (TX811) service. Once a locate request is generated our wireless ticket management system accepts the request and records it for archival purposes. Within seconds of receipt, the locate request is routed automatically to the appropriate field Technician based on the geographic location for the excavation request. Upon receipt, the Technician sees a new request in their ticket list that is set-up with a status of new. The field Technician completes the ticket and updates the tickets status. When all work has been completed, including the uploading of digital photographs, the ticket status is changed to “closed” and any positive response requirements are sent to the One Call web-based database.

This real-time visibility allows for load balancing and staff augmentation to ensure all requests are handled in a timely manner.



Because of the efficient routing and workflow within our wireless ticket management system, time is not lost for the printing and/or distribution of locate requests. Once the work is completed, the back-office billing system is automatically updated, and accurate billing is generated from the work completed.



The purpose of the USIC Locate Process is to standardize the way each technician performs their work in certain areas determined to impact quality, while providing a measure of flexibility. The USIC Locate Process acts as an instruction guide to our employees in the proper routine to perform a locate. The USIC Locate Process Stages cover every aspect of a locate and if practiced consistently, will prevent damage to our customer's facilities due to our error. This process has been validated and fully integrated into the training all new technicians receive. The stages are listed below:

USIC Locate Process

•*Stage 1: Evaluate the Job*

- This stage ensures the technician is at the proper address, understands the ticket scope, refers to proper prints and records and does a thorough visual scan of the job site.

•*Stage 2: Identify High-Profile Facilities*

- Stage 2 specifically addresses the identification of high-profile facilities and directs the technician to use appropriate extra measures.

•*Stage 3: Prepare for the Locate*

- The tasks in stage 3 deal with properly setting up safety equipment, selecting correct tools to eliminate extra steps, and identification of the best access points.

•*Stage 4: Perform the Locate*

- Steps include direct connecting unless that method is not available, grounding, and un-bonding properly, use of lowest power and frequency to produce a detectable signal, proper troubleshooting and applying paint and flags properly.

•*Stage 5: Verify and Document the Locate*

- Stage 5 covers review of prints and ticket scope to verify all facilities in conflict were located, proper billing and notations entered the USIC ticket management system, attaching post locate photographs and restoring the job site to its original condition.

Managing the Fundamentals of Locating Better Than Anyone Else

One way to think about the basics of our business is to imagine a stool with four legs. This is how we look at the four fundamentals of locating. Each 'leg' is as important as the other. If one is missing, then the entire system simply doesn't perform like it should.



Every day, with every locate, we concentrate on making the four fundamentals work together flawlessly. As a result, we're more efficient—and you're better assured of both cost effectiveness *and* superior service. The four fundamentals are:

1. Safety Management:

'Safety First' is one of the most critical fundamentals. Our Locators are continuously trained on new and better ways to be both safe *and* productive. The result: a strong record of safe performance, day in and day out.

2. Quality Assurance and Damage Protection:

What does it take to be a leader in the locating industry? At the center is a commitment to quality and damage protection that is, quite simply, unprecedented. That's why we lead our industry in infrastructure protection, with as few as one damage per 10,000 locates.

3. On-time Performance:

Our goal is to be 100% on-time all day, every day. It is what you would expect from a professional locating company; and it is what we strive for on every locate.

4. Productivity:

Through our density model (multiple customers at one job site mean the lowest total cost of infrastructure protection for you) we spend less time driving and more time locating. That makes everything we do on your behalf more efficient and cost effective.

1. Quality Assurance/Quality Control Plan

- TicketPro (Ticket Management System): After our 2011 acquisition of Consolidated Utility Services (CUS), USIC owned and operated two proprietary ticket management systems that were designed for receiving and managing locating and marking tickets. Based on ease of use for field Technicians that deliver damage prevention services, USIC opted to utilize CUS's Ticket Rx ticket management system as our uniform system going forward. All USIC districts migrated to an enhanced version of Ticket Rx in early 2012. Now named TicketPro, USIC continues to develop our ticket management system and integrate it with other USIC technologies. Our proprietary ticket management system manages more underground utility locates than any other ticket management system in the United States.

- Universal Photo Management (UPM): UPM is a proprietary USIC technology that automatically uploads and catalogs digital photographs after every ticket is serviced. This system makes time-



date stamped photos available near real-time after field services are completed. UPM also monitors technician laptops to ensure that all software is up to date while monitoring for unauthorized software.

This keeps USIC field technicians working in an efficient manner while streamlining the potentially confusing work of organizing hundreds of digital photographs taken daily to document a technician's work.

- **Customer Portal:** USIC's web-based customer portal provides access to ticket data, damage investigation data, and various reports and documents. Customer portal pulls data from TicketPro and makes it available to customers through user friendly ticket search engines. Customer portal also pulls data from USIC's claims management system to provide data on damage investigations completed by USIC. Our "generate report" feature provides selectable portions of damage investigations and the applicable locate ticket that preceded the damage. This report, that directly compares post-locate photos to post-damage photos, is proving to be invaluable to customers in resolving underground utility damage responsibility.
- **GPS Logistics Tool:** USIC monitors all field vehicles via GPS technology. This enables us to know the current location of every technician for safety and dispatching logistics. USIC also developed technology that compares GPS travel points to TicketPro data to validate that technicians operated in an efficient manner. Exception reporting enables USIC management to quickly identify rare cases of logistical and fleet abuse keeping our operations efficient and cost effective. USIC also monitors idling via our GPS technology. In 2010, USIC was able to reduce fuel consumption by 16%, a level that we have since maintained, through GPS monitoring and management. This was a significant environment and cost benefit. The next phase of USIC's GPS system is dynamic ticket routing, which is in final developmental phases.
- **Print Update Management Process (PUMP):** PUMP is USIC's unique technology used to send customer print, record, or mapping information to multiple technicians seamlessly via air card access. We can accept one digital update record at our central office and then identify the applicable technicians in the appropriate service area that required the customer's information. PUMP compares the customer files stored on every applicable laptop to the new record. Every file that is new or change is updated, and every change is tracked and auditable. We have the ability to push out updates quickly, which is a clear damage prevention benefit. The automated distribution avoids time spent manually updating laptops which is a significant operational efficiency.
- **Future Technology:** Beyond the base technologies noted that are fully deployed, USIC is testing and developing a variety of future damage prevention technologies. More information is available if additional interest remains.



PROTECTING INFRASTRUCTURE

Relevant Experience

USIC provides locating services for a good number of municipalities across Texas. We believe the best evidence of our relevant experience is the work we have done over the past 4 years for the City of Texas City, TX itself. Below are a few of our other similarly situated customers.

Schertz Seguin Local Government Corporation

Trino Pedraza

Operations Manager

108 W. Mountain Street

Seguin, TX 78155

(830) 401-2409

Water Locating

City of Princeton, TX

Tommy Mapp

Director of Public Works

123 W. Princeton Drive

Princeton, TX 75407

(214) 960-5942

Water and Sewer Locating

City of Kilgore, TX

Clay Evers

Director of Public Works and City Engineer

815 N. Kilgore Street

Kilgore, TX 75662

(903) 988-4118

Water and Sanitary Sewer Locating



PROTECTING INFRASTRUCTURE

Staff

Jeremy Moore

Regional Director
Texas/New Mexico

Jeremy has been with USIC over 20 years. He started as a Field Technician in 1999 and quickly moved into management. He has held numerous roles for USIC – Supervisor, Quality Assurance Manager, Claims and Training Manager, District Manager, Regional Manager and is currently the Regional Director of the South Region. Jeremy has developed excellent customer relationships through impeccable service and strong performance that have allowed significant customer growth in Texas and New Mexico.

Jeremy has managed operations that have serviced clients in Gas, Telecommunications, Water, Storm Sewer, Sanitary Sewer, and Electric.

Current Responsibilities – Regional Director

- Responsible for overseeing operations with P&L responsibility for Texas and New Mexico. 1000+ employees.
- Strategic planning and Key Account management for region.
- Budgeting, business analysis, plus staff development too.



PROTECTING INFRASTRUCTURE

Gabriel Thisius

District Manager

South Houston District TX

Gabriel has been with USIC for 3 years. He started in the industry as a Field Technician in 1999 for Underground Technology CA Bay Area. He has held numerous roles and worked in several markets throughout his career. His prior roles include Supervisor, Ops Manager, Safety Manager, and is currently the District Manager for the South Houston District. Gabriel has developed a reputation for excellent customer relationships through impeccable service and strong performance.

Gabriel has managed operations that have serviced clients in Gas, Telecommunications, Water, Storm Sewer, Sanitary Sewer, and Electric.

Current Responsibilities – District Manager

- Responsible for overseeing operations with P&L responsibility for South Houston District. 200+ employees.
- Strategic planning and Key Account management for district.
- Budgeting, business analysis, plus staff development too.



Derrick Dibble

Field Manager

South Houston District TX

Derrick has been with USIC since 2011. He started in the industry as a Field Technician in 1999 for Utiliquest LLC in Houston TX. He has held numerous roles and worked in several markets throughout his career. His prior roles include Supervisor, Ops Manager, and is currently a Field Manager for the South Houston District. Derrick has worked closely with customers and excavators and has earned a great reputation in the industry.

Derrick has managed operations that have serviced clients in Gas, Telecommunications, Water, Storm Sewer, Sanitary Sewer, and Electric.

Current Responsibilities – Field Manager

- Responsible for overseeing field operations for five supervisor teams in South Houston District
- Day to day field management
- Customer/Client Relations



PROTECTING INFRASTRUCTURE

Alexander Miller

Field Supervisor

South Houston District TX

Alex has been with USIC since 2018. He started in the industry as a Field Technician in 2016 for Consolidated Infrastructure Group, Houston TX. He has held roles such as Damage Investigator, Trouble locator, Mentor/trainer, and Safety Committee Chair throughout his career; and is currently the Field Supervisor for The Galveston and Southeast Houston Group in the South Houston District. Alex has developed a reputation for excellent customer relationships through impeccable service and strong performance.

Alex has managed crews responsible for locating facilities including, Gas, Telecommunications, Water, Storm Sewer, Sanitary Sewer, and Electric.

Current Responsibilities – Field Supervisor

- **Alex is Responsible for overseeing a team of 19 Technicians, in a force to load, performance-based industry. Managing damage claims, Safety and Quality focused messaging, team logistics, and team development.**



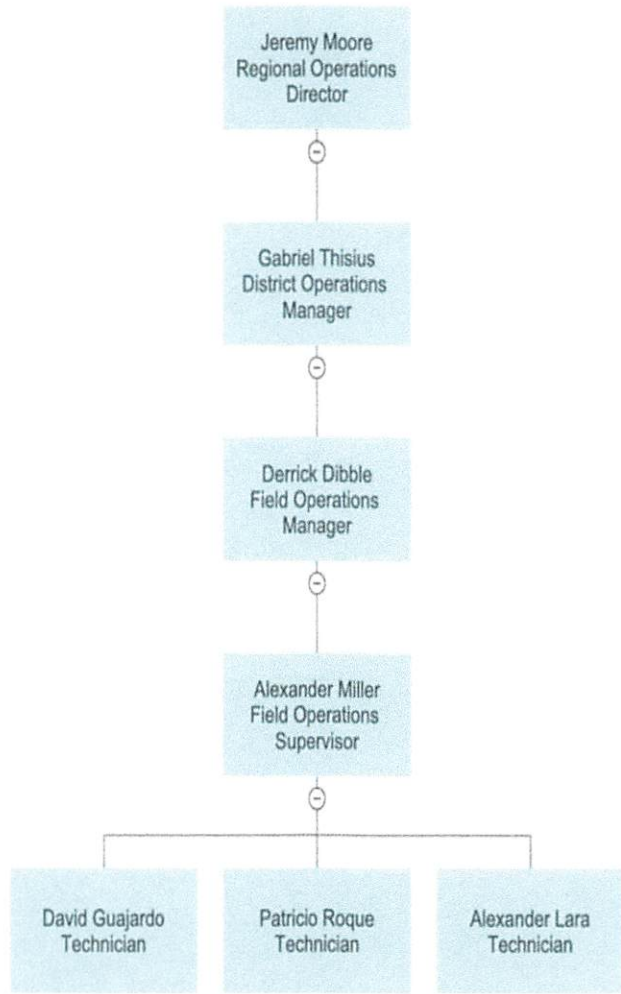
PROTECTING INFRASTRUCTURE

Field Techs:

David Guajardo - 7 Years USIC

Patricio Roque – 6 Years Locating, 2 with USIC

Alexander Lara – 1 Year USIC





PROTECTING INFRASTRUCTURE

Availability

USIC has the staffing in place now, in Texas City to absorb your locates. We would not need to hire or train any additional staff and to continue locating your water and sewer facilities.

We have hundreds of employees (locators) located and officed here in Texas. Those locators are equipped with individual vehicles (Chevrolet Colorado, Ford Ranger, or similar). During times of high volume or special projects we have the ability to access our vast resource of employees in Texas. These individuals can be made available as needed as well as our locators from surrounding territories and states.

The typical technician is equipped with the following equipment:

- Cellular Phones
- Pin Finders / Metal Detector
- Ground Rod
- Measuring wheel
- Stop Box Wrench
- Hard Hat
- ANSI II fluorescent reflective safety vest
- Traffic cones
- Digital camera
- Manhole aeration, gas testers, and confined space entry equipment
- Damage investigation kit (employees certified to investigate only)

On average, throughout the United States we complete more than 25,000 locates an hour of which 99.97% of locates result in no locate-related damage. USIC has a national presence with an 80% market share in the outsourced locating services market.

Throughout our 46-state service territory USIC has 1,132 agencies under maintenance and support.



Cost

Standard Water and Sewer Ticket	\$17.00
Project Rate	\$15.00 Per ¼ Hour
After Hour Emergency Water and Sewer Ticket	\$40.00 Flat Fee
Normal Hours Emergency Water and Sewer Ticket	\$30.00 Flat Fee

Above pricing will be subject to a 3.5% annual escalator through the term of the agreement.

Pricing Definitions

Per One Call Ticket – All tickets received from State One Call. Each ticket granted 30 minutes of locating time.

Project Rate – If locating the utility exceeds sixty minutes, the ticket will then be billed the proposed per ¼ hour Project Rate starting after the first thirty minutes of locating time.

After Hour Emergencies – This service will be for After Hour Emergency Tickets that are called in between the hours 5:00 P.M - 7:00 A.M, Monday - Friday and all-day Saturday & Sunday including Holidays. The fee is a flat fee and total billed for this type of ticket will only be After Hour Emergencies fee identified above. NOTE: We **do not** charge for travel time.

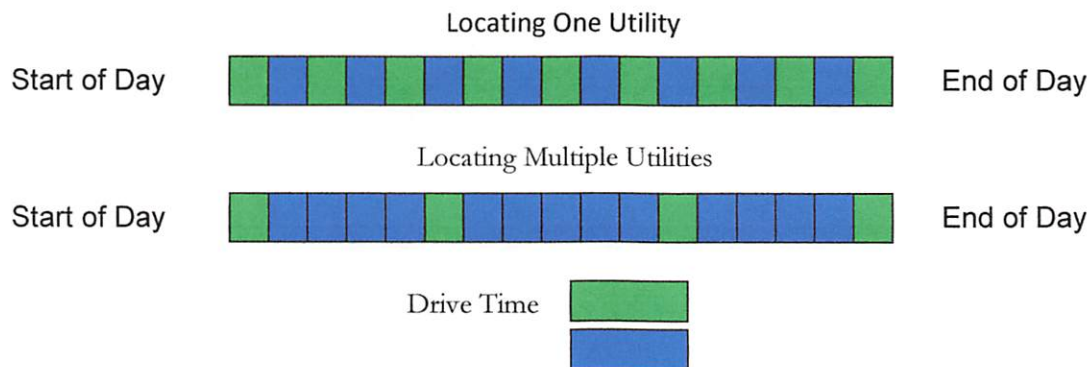
In addition to saving money on locating expense, the City of Texas City will experience the added value of using our Professional Damage Prevention Services.

OUR VALUE PROPOSITION INCLUDES:

- Basic Economic Value Summary
- Risk Management Summary
- Advanced Technology Summary
- Professional Services Summary

BASIC ECONOMIC VALUE

USIC currently visits every job site already for other utility clients creating *economies of scale that cannot be matched* internally or by any other vendor.



RISK MANAGEMENT

USIC *investigates every damage occurrence. Reports Upon Request*

USIC uses a CDI (Certified Damage Investigator) to investigate and prepare reports. Each report includes pre and post dig photos and all pertinent documentation.

All reports are prepared electronically and uploaded through wireless technology.

All damage reports made available for use in claims recovery efforts

Damage reports enables you to recover all damage expense from either the locate vendor or from the excavator.

ADVANCED TECHNOLOGY

USIC utilizes an in-house proprietary ‘real time’ ticket management system (TicketPro) that reflects 30 plus years of locating experience. The depth of TicketPro cannot be matched by any ‘off the shelf’ ticket management system.

USIC technicians work their ticket load in a real time, paperless environment (creating even more labor related efficiencies).

The City of Texas City District will have direct, real time access to our ticket management system (***Customer Portal***). Texas City will have ability to:

- View tickets as they come in from the State One Call service “Real-Time”
- Quickly identify when ticket is due and if completed, time it was completed and what was located.
- Query any ticket by ticket number
- View all post locate photo’s attributed to that located
- Additional information package available upon request.



PROTECTING INFRASTRUCTURE

PROFESSIONAL SERVICES

Texas City increases labor support.

Texas City increases labor management in terms of Supervisors, District Managers, Senior Directors and VP of Operations.

Technician support also includes a Claims Manager, a Quality Manager, a HR Specialist and a Key Accounts Manager

Accurate and timely locates to include pre-dig photographs to assist in damage recovery.

USIC uses the latest technology and works 'real time' in a paperless environment to ensure data integrity.

USIC encourages regular performance meetings with the City of Texas City, TX.

USIC is engaged nationally in the prominent industry association and legislation (to include the Common Ground Alliance (CGA) and National

Utility Locating Contractors Association (NULCA). We also track and invest in the latest locating technology.

USIC provides all labor and materials to include all after hours emergencies, weekends and holidays.

USIC provides the City of Texas City all data and tools necessary to professionally manage their damage prevention program.

City of Texas City

In partnership with

USIC Locating Services, LLC

RESOLUTION NO. 21-020

A RESOLUTION APPROVING A CONTRACT FOR RFP NO. 2021-093 WATER AND SEWER LINE LOCATE SERVICES; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on February 2, 2021 and February 9, 2021. Request for Proposals (RFP) were advertised and proposals were solicited from local area vendors; and

WHEREAS, proposals were opened February 23, 2021, at 10:00 a.m. The proposal meeting all requirements was received from USIC Locating Services, LLC.

WHEREAS, the Public Works Department recommends that RFP 2021-093 Water and Sewer Line Locate Services be awarded to USIC Locating Services, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby awards RFP 2021-093 Water and Sewer Line Locate Services and Repairs be awarded to USIC Locating Services, LLC.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with USIC Locating Services, LLC for the respective unit prices bid in **Exhibit "A"** attached hereto and made a part hereof for all intents and purposes.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 3rd day of March 2021.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney