

VENDOR CONTRACT

Between Data Projections and
(List Vendor or Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Audio Visual Equipment and Supplies

#01121914

General Information

The contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if the awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract. NOTE: The award of this contract to vendor is made following all requirements to meet the Competitively Bid Procurement Laws.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of residence at 4845 North US Hwy 271, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

RFP- Audio Visual Equipment and Supplies – Due November 13, 2014 at 3:00 p.m.

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, or rented to, or stored, used, or consumed by, any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

This contract period is for one (12) months with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract. The Vendor agrees to not sell to TIPS members at a price lower than can be obtained thru the TIPS contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent 2% participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% per total purchase to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% on all sales to TIPS on a monthly submission report. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for the 2% is mailed. Failure to pay the 2% participation fee will result in termination of contract.

Indemnity

1. **Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, member(s), officers, employees, or agents.
2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, its member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if Vendor has not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the Member on demand.

Member Purchasing Procedures

Purchase orders are issued by participating member to the awarded vendor as follows:

- Make PO payable to Awarded Vendor.
- List TIPS Vendor Contract # on PO.
- Email PO as a pdf attachment to tipspo@tips-usa.com
- Vendor will receive the PO from the TIPS PO System. Vendor is required to follow the link in the email and open each PO to complete the return acknowledgement process to TIPS.

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract #". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement.

Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the member provides a general scope, but the awarded vendor should provide a written scope of work to the member as part of the proposal. Once the scope of the job is agreed to, the member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The member having approved and signed an inter-local agreement may make a request of the awarded vendor under this contract when the member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the member as soon as possible, but must make contact with the member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the member issues a purchase order that will serve as “the notice to proceed”. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the member inspect the work for acceptance under the scope and terms in the PO. The member will issue in writing any corrective actions that are required. Upon completion of these items, the member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party.

TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply commodities to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders **must be emailed** to **tipspo@tips-usa.com**. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the address/email above within 24 business hours and confirm its receipt with TIPS.
- **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
- **Daily Order Confirmation:** All contract purchase orders will be faxed twice daily from TIPS to vendor. The vendor must confirm receipt of orders to the member (customer) within 24 business hours.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing must be posted by 1st of each month.
- **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.

Check one of the following responses to the General Terms and Special Terms and Conditions:

() We take no exceptions/deviations to the general and special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

(✓) We take the following exceptions/deviations to the general and special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. TIPS shall be the sole judge on the acceptance of exceptions/deviations and TIPS's decision shall be final.

Note:
12/18/14
PER Matt
Zaleski by phone
at 8:30am - the
only T+C conditions
are those restrictions
outlined by the
different mfg spec
sheets.

Kim Thompson

RFP- Audio Visual Equipment and Supplies – Due November 13, 2014 at 3:00 p.m.

Vendor Profile

1.1. Minority/Women Business Enterprise (Required by some participating governmental entities)

Vendor certifies that his firm is a HUB and/or M/WBE
(If yes, vendor must provide certificate in Section 7 (Certificates))

☒ Yes ☐ No

1.2. Certification of Residency (Required by the State of Texas)

Company submitting bid is a Texas resident bidder.

☒ Yes ☐ No

Vendor's principal place of business is in the city of Houston State of Texas

1.3. Felony Conviction Notice (Required by the State of Texas)

My firm is, as outlined in the Instructions to Bidders:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
☒ Is not owned or operated by anyone who has been convicted of a felony.
☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony:
If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

1.4. Pricing Information

- 1.4.1. In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. ☒ Yes ☐ No
If answer is no, attach a statement detailing how pricing for TIPS participants would be calculated.
- 1.4.2. Pricing submitted includes the 2% TIPS participation fee. ☒ Yes ☐ No
- 1.4.3. Vendor agrees to remit to TIPS the required 2% participation fee. ☒ Yes ☐ No
- 1.4.4. Additional discounts to TIPS members for bulk quantities? ☒ Yes ☐ No

1.5. Vendor Service

- 1.5.1. Average shipping time after receipt of customer order is 10 working days.
- 1.5.2. Which description best describes your company's position in the distribution channel?

- | | |
|--|--|
| <input type="checkbox"/> Manufacturer direct | <input type="checkbox"/> Certified education/government reseller |
| <input type="checkbox"/> Authorized distributor | <input type="checkbox"/> Manufacturer marketing thru reseller |
| <input checked="" type="checkbox"/> Value-added reseller | <input type="checkbox"/> Other _____ |

- 1.5.3. Company experience in this category. 27 Years

The Vendor can provide services and/or products to all 50 US States?
If answer is no, please list which states can be served _____

☒ Yes ☐ No

Prices are guaranteed for: (Standard Term is "Term of Contract") Term selected will affect scoring.

____ ☐ Month(s); or ☒ 1 Year(s); or ____ ☐ Term of Contract

Company and/or Product Description: (This information will appear on the TIPS website for your company, if awarded a TIPS contract.) Limit 750 characters.

Data Projections is a leading audio/visual system designer and integrator providing advanced communications products and technology solutions for a wide range of clients across the educational, governmental and corporate environments. From system design to installation and product training to service and support programs, we connect our clients with customized end-to-end audio/visual solutions that are scalable, reliable and, above all, simple to use.

If applicable, vendor should list Reseller/Dealers here or provide listing as attachment to proposal.

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

RFP- Audio Visual Equipment and Supplies – Due November 13, 2014 at 3:00 p.m.

ALL SALES CALLS WILL BE DIRECTED TO THE TWO INDIVIDUAL VENDOR CONTACTS LISTED BELOW. THESE TWO CONTACTS WILL BE RESPONSIBLE FOR KNOWING THE TIPS CONTRACT AND CONTRACT PRICING. THESE NAMES WILL BE LISTED ON THE TIPS WEBSITE AS PRIMARY AND SECONDARY CONTACTS FOR THE AWARDED CONTRACT.

Primary Contact:

Name: Bobby Turner
 Title: Vice President
 Email: rturner@dataprojections.com
 Phone: (210) 408-2860
 Fax: (210) 408-4598
 Mobile: (210) 602-9477

Secondary Contact:

Name: Jessica Greening
 Title: Inside Sales Assistant
 Email: jgreening@dataprojections.com
 Phone: (713) 781-1999
 Fax: (713) 781-3338
 Mobile: (281) 814-5848

Administrative Fee REPORTING TO TIPS – You will receive a Monthly Report by Email to submit with a check for 2% on all sales that go through this contract. Please list below who will be responsible for collecting and reporting these sales to TIPS:

Contact person: Accounting Team
 Email: DPIAccounting@dataprojections.com
 Telephone: (713) 781-1999

WORDS FOR “SEARCH ENGINE” - Please list words to be posted on your company’s page on the TIPS website (if you receive an award from this proposal). Words may be product names, manufacturers, or other words that are associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. Words to be included in the Search Engine for my Company (Limit 500 words):

SMART Board, Interactive White Board, video Conferencing, Polycom, SMART, White Board, Installation, Service, maintenance, SMART Technology, Technology, Classroom Technology, and Video Streaming

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Note: The information in BOLD will be the PRIMARY COMPANY INFORMATION listed on the Vendor Page.

Company name Data Projections, Inc
Mailing Address 3700 W. Sam Houston Pkwy S., Ste 525
City/State/Zip Houston, TX 77042
Telephone No. (713) 781-1999
Fax No. (713) 781-3338
E-mail address mzaleski@datapredictions.com
Authorized signature *MZ*
Printed name Matthew Zaleski
Position with company President
EMAIL FOR ALL PO's WILL BE SENT Email DPIEdSalesTeam@datapredictions.com
Person Responsible for PROCESSING PO's Name Sales Team
Telephone to Contact the PO Person Phone (713) 781-1999
Company Website www.datapredictions.com

It is very important that if the PO person changes that TIPS is notified immediately.

This contract is for a total TERM of three years, but is reviewed and renewed every 12 months. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blenda McNaught
TIPS Authorized Signature

12-19-14
Date

David Wayne Fitts
Approved by Region VIII ESC

12-19-14
Date

State of Texas

Historically Underutilized Business Certification and Compliance Program



The Texas Comptroller of Public Accounts (CPA),
hereby certifies that

DATA PROJECTIONS, INC.

has successfully met the established requirements of the
State of Texas Historically Underutilized Business (HUB) Program
to be recognized as a HUB.

This certificate, printed 23-FEB-2011, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

A handwritten signature in cursive script that reads "Paul A. Gibson".

Certificate/VID Number: 1760326022900
File/Vendor Number: 24293
Approval Date: 27-JAN-2011
Expiration Date: 27-JAN-2015

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/hubonly.html>) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.



hereby grants

National Women's Business Enterprise Certification

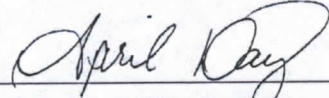
to

Data Projections, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by
Women's Business Enterprise Alliance, a WBENC Regional Partner Organization.

Expiration Date: 08/31/2015
WBENC National Certificate Number: 2005111160


Authorized by April Day, President,
Women's Business Enterprise Alliance



NAICS Codes: 541519

UNSPSC Codes: 80161507, 52161600





Project Name: Visionworks Headquarters in San Antonio, Texas

Completion Date: March 2012 with ongoing projects

Project Completion Cost: \$275,000

Brief Description of Project: Complete design and integration of new Corporate Headquarters in existing downtown building. This included an executive Boardroom with video conferencing, multiple standardized video conference rooms, combination/training rooms and displays throughout for corporate signage solution in community areas.

Client Point of Contact Name & Phone Number: Charles Schuetz – Director Technology Services | cschuetz@hvhc.com | 210.524.6624

Project Name: Randolph Brooks Federal Credit Union – ASC Tower II Headquarters in San Antonio, Texas

Completion Date: April 2012

Project Completion Cost: \$375,000

Brief Description of Project: Complete design and integration of new building technology. This included a state of the art Auditorium, multiple standardized video conference rooms, distance learning/training rooms, and displays throughout for corporate signage solution.

Client Point of Contact: Pat Tolle, Vice President – Planning & Construction | ptolle@rbfcu.org | 210.637.3660

Project Name: NuStar Energy – New Headquarters in San Antonio, Texas

Completion Date: December 2012

Project Completion Cost: \$225,000

Brief Description of Project: Complete design and integration of new Corporate Headquarters technology. This included a large dining area with the ability to be divided into multiple viewing and presentation areas, a large outdoor patio with zoned audio, multiple standardized conference rooms and divisible training rooms.

Client Point of Contact: Robert Amos – Director Infrastructure Services | Robert.amos@nustarenergy.com | 210. 918.5935

Warranty Summary

The terms and conditions of SMART's product warranties are listed below – simply locate your SMART product in the left column to see what terms and conditions apply. Please see the *SMART Technologies Limited Equipment Warranty* included with your product for warranty-claim procedures.

Product	5 year warranty	2–5 year warranty	3 year warranty	2 year warranty	1 year warranty
<ul style="list-style-type: none"> SMART Document Camera™ 					
<ul style="list-style-type: none"> SMART Board™ V280 and 500, 600 and 800 series interactive whiteboards, including software distribution media, pens, eraser and cables ^{Note 1} 					
<ul style="list-style-type: none"> Unifi™ 45 projector ^{Note 3} SMART UF55 or UF55w projector ^{Note 3} SMART UX60 projector ^{Note 3} SMART UF65 or UF65w projector ^{Note 3} SMART UF75 or UF75w projector ^{Note 3} Custom 70" interactive flat panel display with battery-powered pencil and pencil ledge 					
<ul style="list-style-type: none"> SMART Board 400 series interactive whiteboards, including software distribution media, pens, eraser and cables SMART Board interactive displays SMART Table™ interactive learning center ^{Note 3} SMART V25 projector ^{Notes 3 and 4} SMART Slate™ wireless slate ^{Note 5} SMART Hub™ collaboration platform or appliance SMART Response™ interactive response system SMART Audio™ classroom amplification system ^{Note 6} SMART Podium™ interactive pen display Actalyst™ interactive digital signage HAWM-UX/UF height-adjustable wall mount FS-UX floor stand Projector wall mounts Replacement NEC® projectors ^{Note 2} 					
<ul style="list-style-type: none"> Service repair parts Optional accessories including room control modules, wireless serial or USB connections, floor stands, speakers, cables, USB adapters and keyboards 					

NOTES

- The duration of the Warranty (the "Warranty Period"), commencing on the date of new purchase, is FIVE YEARS upon registration of the serial number of the Equipment. If the Equipment is not registered by the Purchaser within two years of the date of new purchase, the Warranty Period shall be two years.
- Projector lamps (used under normal projector operating conditions, not in excess of 8 hours per day and 260 days per year) are covered by warranty for 500 hours or 90 days, whichever comes first.
- Projector lamps (used under normal projector operating conditions, not in excess of 8 hours per day and 260 days per year) are covered by warranty for 1000 hours or one year, whichever comes first.
- Originally fitted projector lamps (used under normal projector operating conditions, not in excess of 8 hours per day and 260 days per year) are covered by warranty for two years.
- Fully discharged SMART Slate wireless slate lithium ion (Li-ion) batteries are not covered by warranty.
- The limited warranty for rechargeable nickel-metal hydride (NiMH) microphone batteries is 30 days.

EPSON AMERICA, INC. LIMITED WARRANTY

What is Covered: Epson America, Inc. ("Epson") warrants to the first end user customer of the Epson product covered by this limited warranty statement that the product, if purchased and used in the United States or Canada, conforms to the manufacturer's specifications and will be free from defects in workmanship and materials for a period of one (1) year from the date of original purchase. Epson warrants that the Epson product is manufactured from new components and parts, or from like-new components and parts which perform like new and meet the Epson standard of quality. For warranty service, you must provide proof of the date of original purchase. Epson also warrants that any consumables, if enclosed with the product, will perform to the manufacturer's specified usage, which usage may expire before the expiration of the one year limited warranty.

What Epson Will Do To Correct Problems: Should your Epson product prove defective during the warranty period, please bring the product, securely packaged in its original container or an equivalent, along with proof of the date of original purchase, to your Epson Dealer or Epson Authorized Servicer. Epson will, at its option, repair or replace on an exchange basis the defective unit, without charge for parts or labor. When warranty service involves the exchange of the product or of a part, the item replaced becomes Epson property. The exchanged product or part may be new or previously repaired to the Epson standard of quality. Exchange or replacement products or parts assume the remaining warranty period of the product covered by this limited warranty.

Exchange products to replace units that require service will use Epson standard configurations with factory-set switches, jumpers and operating systems. Customer data and applications cannot be restored and should be backed up by the customer.

What This Warranty Does Not Cover:

This warranty does not cover:

- 1) Restoration of customer data
- 2) Damage from use of the product outside the United States or Canada.
- 3) Damage caused by the addition of third-party parts, components, consumables, or peripheral devices added to the product after its shipment from Epson (e.g. dealer-added boards, chips or drives).
- 4) Damage caused by media other than those on Epson's tested media list. (Epson's list of media tested for use with its thermal printers may be found

at <https://pos.epson.com/service/servPW.htm> or any successor URL.)

5) Any color change or fading of prints, or reimbursement of materials or services required for reprinting.

6) Any damage from service performed by other than Epson or an Epson Authorized Servicer.

7) Service where the printer label, logo, rating label, or serial number has been removed.

8) Any damage caused by using improper packaging materials or improper packaging and shipping.

9) Any damage caused by misuse, abuse (for example damage caused by liquid, excessive dust, harsh environments, or dropping the product), improper installation, neglect, failure to maintain, improper packing or shipping, disasters such as fire, flood, lightning, improper electrical currents, software problems, or interaction with non-Epson products.

SAMSUNG Warranty Information

WARRANTY SERVICE POLICY & PROCEDURES

SAMSUNG offers warranty service for all our different mix of products. Below is a description of the services offered for the various product groups:

SAMSUNG products carry a full warranty for the period specified. Some SAMSUNG products carry different warranty periods due to the nature of the product's design, manufacture or expected use, the warranty applies from the date of purchase by the first customer.

General Terms & Conditions

- 1. The warranty is valid only when the warranty card is properly completed, and upon presentation of the proof of purchase consisting of original invoice or sales slip indicating the date of purchase, dealer's name, model and serial no. of the product. SAMSUNG reserves the right to refuse warranty if this information has been removed or changed after the original purchase of the product from the dealer.
- 2. SAMSUNG's obligations are limited to repair of the defect or replacement the defective part or at its discretion replacement of the product itself.
- 3. Warranty repairs must be carried out by a SAMSUNG Authorized Service Centre. Warranty cover will be void, even if a repair has been attempted by any unauthorized service centre. SAMSUNG shall not be liable for reimbursements, claims and damages that may result from the unauthorized repair of the product.
- 4. Repair or replacement under the terms of this warranty does not provide right to extension or renewal of the warranty period. Repair or direct replacement of the product under the terms of this warranty may be full filled with functionally equivalent service exchange units.
- 5. The warranty is not applicable to cases other than defects in material, design and workmanship.

The warranty does not cover the following:

Periodic checks, maintenance, repair and replacement of parts due to normal wear and tear.

Abuse or misuse, including but not solely limited to the failure to use this product for its normal purposes or in accordance with SAMSUNG's instructions on usage and maintenance. Defects resulting from usage of the product in conjunction with

accessories that are not approved by SAMSUNG for use with this product.

Failure of the product arising from incorrect installation or use not consistent with the instructions and technical or safety

standards prescribed in the product user manual.

Accidents, Acts of God, lightning, water, fire, public disturbances, improper ventilation, voltage fluctuations or any cause beyond the control of SAMSUNG.

Unauthorized modifications carried out to the product in order to comply with local or international technical standards in

countries for which this SAMSUNG product was not originally designed.

Damage of the battery caused by overcharging or failure to use in accordance with the specific instructions of core outlined

in the product user manual. The serial no. on the product has been altered, deleted, removed or made illegible.

The batteries are charged by chargers other than those approved by SAMSUNG.

Any of the seals on the battery enclosure or cells are broken or show evidence of tampering.

- 6. This warranty does not affect the consumers' statutory rights nor the consumers' rights against the dealer related to their purchase/sales agreement.
- 7. This warranty is not transferable. This warranty will be the purchasers' sole and exclusive remedy and neither SAMSUNG nor its service centres listed in this warranty document shall be liable for any incidental or consequential damages or breach of any express or implied warranty of this product. **DISCLAIMER:** SAMSUNG shall not be liable for the loss of any saved/stored data in products that are either repaired or replaced.

The above policies are for warranty service and the customer will be responsible for any costs associated with non-warranty conditions. SAMSUNG reserves the right to make final decisions regarding problem determination and the appropriate service option. Exchange units assume the remaining warranty of the original product. Please refer to your SAMSUNG Limited Warranty Statement for complete terms and conditions, as some models have other terms and conditions. Some limitations and restrictions apply and these programmes are subject to change without prior notice.

Product Warranty Guide

Product

CTV/LCD/PDP/LED/PJTV- TELEVISIONS

Warranty Period

1 Year(Distributor Warranty)

Part Not Covered

Product

Camcorder

Warranty Period

1 Year(Distributor Warranty)

Part Not Covered

Accessories / Battery

Product

Washing Machine

Warranty Period

1 Year(Distributor Warranty)

Part Not Covered

Outer still casing / Top

Product

Microwave Oven

Warranty Period

1 Year (Distributor Warranty)

Part Not Covered

Main door / Door Plasti

Product

Audio / DVD

Warranty Period

1 Year(Distributor Warranty)

Part Not Covered

Connector & Accessories

Product

Refrigerator

Warranty Period

1 Year(Distributor Warranty)

Compressor - 5 Years (Distributor Warranty)

Part Not Covered

Plastic / Glassware / Bulb

Product

AIR Conditioners

Warranty Period

1 Year

Compressor - 5 Years (Distributor Warranty)

Part Not Covered

Plastic / Filters

Product

GSM Mobile Phones

Warranty Period

GSM : 12 Months(Distributor Warranty)

(Battery 6 months)

Part Not Covered

Product

Laser Printer

Warranty Period

1 Year from the date of purchase

Part Not Covered

Consumables

Product

Monitors

Warranty Period

24 months from date of purchase (for 15" CDT monitors).

(Distributor Warranty)

36 months from date of purchase (for 17" or greater CDT monitors and all LCD-TFT monitors).

(Distributor Warranty)

Part Not Covered

Cables & Batteries

1. 1. This warranty is confined to the first purchaser of the product only.
2. 2. Repair or replacement will be carried out through the Company's Service Centres (Refer the list) or it's Authorised Service Centres or it's Dealer's Service Centres.
3. 3. In the event of repairs/replacement of any part/s of the unit, this warranty will thereafter continue and remain in force for the unexpired period of the warranty. Moreover, the time taken for repair/replacement and in transit whether under the warranty or otherwise shall not be excluded from the warranty period.
4. 4. The company or it's authorised service centre/ service dealer, reserves the right to retain any part/s or component/s replaced at it's discretion in the event of a defect noticed in the equipment during the warranty period.
5. 5. Any change of address shall be intimated to concerned service centre for continuation of warranty.
6. 6. Warranty for the unexpired period shall continue after the product is inspected by the concerned service centre and the product is found free from transit damage.
7. 7. The customer shall have to pay a visiting charge towards inspection, as applicable.
8. 8. In case of any transit damage, the product shall be repaired by the concerned service centre on charges and warranty for unexpired period to continue.
9. 9. The warranty does not cover demonstration/ installation of the product purchased.
10. 10. The warranty does not cover accessories external to the system.
11. 11. The company's obligation under this warranty shall be limited to repairing or providing replacement of part/s, which are found to be defective.
12. 12. Repairs during warranty period shall be carried on "Carry In" basis. Wherein for service the purchaser shall bring the product to the Service Centre with whom the set is registered for warranty service. The warranty does not cover cost of transportation of system from place of installation to the Service Centre.
13. 13. The concerned Service Centre will advise the customer whether to effect the repair at site or its Service Centre.
14. 14. Any part/s of the system replaced by the company at it's discretion shall be with a functionally operative part.

THIS WARRANTY IS NOT APPLICABLE IN ANY OF THE FOLLOWING CASES:

1. 1. The warranty card is not duly filled and mailed back to the service centre for registration by the purchaser.
2. 2. The completed warranty card is not presented to authorized personnel at the time of repair.
3. 3. The product is not purchased from an Authorized SAMSUNG dealer.
4. 4. The product is not used according to instructions given in the instruction manual.
5. 5. Defects caused by improper use as determined by the company personnel.
6. 6. Modification or alteration of any nature is made in the electrical circuitry/ or physical construction of the set.
7. 7. Installation/ repair work is carried out by persons/agency other than authorized by the company.
8. 8. Site (premises where the product is kept) conditions that do not confirm to the recommended operating conditions of the machine.
9. 9. The original serial number is removed, obliterated or altered from the machine or cabinet.
10. 10. Defects due to cause beyond control like lightning, abnormal voltage, acts of God or while in transit

Digital Still Camera, HTS, Notebook Warranty Guide

Product

Digital Still Camera

Warranty Period

1 Year (Distributor Warranty)

Part Not Covered

Accessories/Battery

Product

HTS

Warranty Period

1 Year (Distributor Warranty)

Part Not Covered

Connector & Accessories

Product

Notebook

Warranty Period

1 Year (Distributor Warranty)

Part Not Covered

HDD/ODD

FrontRow Warranty & Returns

Subject to certain conditions (see [warranty details](#)) FrontRow warrants that its products will be free from defects in materials and workmanship under normal use for the following periods:

- **5-Year Limited Warranty.** The Warranty covers FrontRow-branded or FrontRow-supplied transmitters, receivers, IR sensors, speakers, power cords, power supplies (IR sensors, speakers, power cords, power supplies excluded in Canada) and charging stands for a period of FIVE (5) years beginning on the date of purchase by the Customer.
- **3-Year Limited Warranty.** The Warranty covers FrontRow-branded or FrontRow-supplied user control panels, audio-visual connection plates, intercom components, telephone interfaces, Power-Over-Ethernet modules, amplifiers, controllers, and related cabling and enclosures for a period of THREE (3) years beginning on the date of purchase by the Customer.
- **2-Year Limited Warranty.** The Warranty covers FrontRow-branded or FrontRow-supplied LiON batteries for a period of TWO (2) years beginning on the date of purchase by the Customer.
- **1-Year Limited Warranty.** The Warranty covers FrontRow-branded or FrontRow-supplied NiMH rechargeable batteries, microphones, antennas, servers, (IR sensors, speakers, power cords, power supplies in Canada) and other accessories for a period of ONE (1) year beginning on the date of purchase by the Customer.
- **30-Day Limited Warranty.** The Warranty covers the media containing FrontRow software products for a period of THIRTY (30) days beginning on the date of purchase by the Customer. FrontRow does not represent or warrant that the software will operate without interruption or will be error-free.

**Limited warranty may differ outside the US. For Limited Warranty coverage in countries other than the US, contact your local FrontRow representative.*

OOPs Protection Plan

Would you like additional piece of mind against accidents, thefts, or just common wear and tear? Our [OOPS program](#) offers additional coverage, either on transmitters or complete systems.

Returns

Returns may be made up to 30 days from the date of sale. You must obtain an RMA Number (Return Materials Authorization Number) before any return would be accepted.

Please contact the FrontRow Reseller who you purchased the equipment from to obtain the RMA# and for return shipment instructions.

Please write the RMA# on the outside of the box and include the corresponding paperwork.

A 25% restocking fee may apply to any order returned after 30 days from the date of purchase.

Component parts missing (cannibalized) from returned products will be deducted from the credit issued.

Returns must be shipped to FrontRow freight prepaid unless it is determined a shipping error was made by FrontRow in this case a prepaid call tag will be issued.

Repairs

If you need to send your FrontRow product to us for repair, whether it's in- or out-of warranty or whether you have our [OOBs protection plan](#), please fill out and print our [Repair Order Form](#). If your FrontRow product is not under warranty or not protected under OOBs, we charge a flat rate depending on the system. To view repair prices, see our [Service Rates](#). For these forms, you may find [this chart](#) helpful in identifying products and serial numbers.

For Phonic Ear Personal FM devices (Easy Listener) see our [Service Rates](#), and [Commercial Service Rates](#).

AverUSA Warranty and Return Policy

NOTE: The below policy relates to AVerVision Document Cameras and AVerKey Scan Converters and AVerPen only

Limited Warranty

AVerMedia Technologies, Inc. provides one year Parts and Labor Warranty for all AVerKey products and AVerVision document camera accessories from the date of purchase unless otherwise stated. All current AVerVision CP series, AVerVision 300AF+, AVerVision 355AF and SPB series Document Camera offer a 5 year warranty. [Click here](#) to view the full warranty program. During this period, AVerMedia will repair or replace components of the product that is tested as defective from consumer's regular usage. The following products are also covered by the Advanced Replacement Program program: AVerVision CP355, AVerVision 300AF+, AVerVision 355AF, AVerVision SPB350, and AVerVision SPB370. [Click here](#) to view the full Advanced Replacement Program program. This Limited Warranty shall not apply to the defective product that has caused by consumer's unreasonable use, accident, negligence or modification done other than by AVerMedia's authorized service technician. This Limited Warranty shall not apply to refurbished products (See below for Refurbished Product Limited Warranty).

- 5 Year Warranty: All CP Series, All SPB Series, 300AF+, 355AF
- 3 Year Warranty: AVerVision VP-1
- 2 Year Limited Warranty: AVerPen (Excluding battery. Battery warranty is 1 year limited)
- 1 Year Limited Warranty: All AVerKey and All Accessories

Refurbished Product Limited Warranty (Refurbished Product)

The term "Refurbished" is defined as a product or part that has been returned to its original manufacturer's specifications. AVerMedia Refurbished Products have the following warranty period. Please [click here](#) to view the full refurbished warranty program.

- 2 Year Limited Warranty: All CP Series, All SPC Series, All SPB Series, 300AF+, 355AF
- 1 Year Limited Warranty: AVerVision VP-1
- 6 Month Limited Warranty: All AVerKey and All Accessories
- 1 Year Limited Warranty: AVerPen (Excluding battery. Battery warranty is 3 month limited)

For discontinued products, please contact AVerMedia for warranty period coverage.

Defective Item Return Guidelines

- Clearly mark the RMA number on the shipping box

- Provide a copy of your proof of purchase, such as your sales invoice or even sales order
- Include a written description of the reason for return for each returned product

AVerMedia E-Store Purchase Return Guidelines

You may return merchandise purchased from AVerMedia-USA.com to AVerMedia by mail. You will receive a refund for your purchase only if it meets the criteria below. Note: All returns, whether the product is defective or not requires an RMA number. We do not offer merchandise exchanges.

All refurbished products have a non-returnable policy.

14-Day Return Period

Fourteen days from the date merchandise was received, full refunds are available (product value only, not including shipping costs) on all AVerMedia products.

30-Day Return Period

Products may be returned up to 30 days from the date merchandise was received (product value only, not including shipping costs), however any merchandise received 15-30 days from the original date the merchandise was received, a 15% restocking fee will be applied.

Exceptions

- Items that are abused
- Any merchandise missing the original Universal Product Code (UPC) cannot be returned. If the item is damaged or defective, please see details below.

Restocking Fee

A 15% restocking fee will be charged on all returned products received 15 - 30 days after the merchandise was originally received.

Missing Item or Damaged Product Fee

A missing item or damaged product fee will be charged for any product missing the original box, packaging material, contents, accessories and/or manuals (i.e. any product not in "like new" condition).

Damaged or Defective Items

If you receive a defective item from an AVerMedia E-Store purchase, please follow the AVerMedia RMA procedures described above and contact technical support at 1-877-528-7824.

Free 2-way RMA Shipping (Continental USA/Alaska/Hawaii Only)

All Presentation Products that qualify for RMA include free 2-way shipping. Once the RMA is processed, the user will

receive an email with a pre-paid shipping label to use for the return of a defective product. Upon repair, AVerMedia cover the shipping cost to return the unit back to the user. 2-way shipping does not apply to products that are physically damaged or out of warranty.

AVerMedia will NOT pay for 2 way shipping if the product is

- Out of warranty
- Physical damage caused by user
- Product return by e-store
- Stock rotation by channel