

# VENDOR CONTRACT

Between \_\_\_\_\_ and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

## COMPUTERS, EQUIPMENT, COMPONENTS AND PERIPHERALS #02062515

### General Information

The vendor 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 an 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.

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 business at 4845 US Hwy 271 North, 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.

#### Definitions

**PURCHASE ORDER** is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

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Contract – COMPUTERS, EQUIPMENT, COMPONENTS AND PERIPHERALS

**PREMIUM HOURS** are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

**REGULAR HOURS** are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

## 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.)

### 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, rented to, 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**

The COMPUTERS, EQUIPMENT, COMPONENTS AND PERIPHERALS contract is for one (1) year 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 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% to the invoice presented to customer.

## **Participation Fees**

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. 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 2% is mailed. Failure to pay 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, TIPS 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, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS 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, TIPS 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, TIPS 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 TIPS 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 TIPS Members have 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 TIPS Member on demand.

### **TIPS Member Purchasing Procedures**

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number 02062515". Purchase Order is emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

### **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 TIPS 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 TIPS 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 TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS 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 TIPS 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, TIPS 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 TIPS 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 TIPS 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 TIPS 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 TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS 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 TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS 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 TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

### **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS 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 TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

**Support Requirements**

If there is a dispute between the awarded vendor and TIPS 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 products and services 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 TIPS at 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 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 approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> 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.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

( ) We take no exceptions/deviations to the general and/or 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/or 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:



# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe National Coordinator	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com			Contact
Phone	+1 (903) 243-4759	Contact	Mrs. Kim Thompson Coordinator of Office Operations	Department
Fax	+1 (866) 749-6674			Building
Bid Number	02062515			Floor/Room
Title	Computers, Equipment, Components and Peripherals	Department		Telephone
Bid Type	RFP	Building		Fax
Issue Date	04/02/2015			Email
Close Date	5/15/2015 3:00:00 PM CT	Floor/Room		
Need by Date		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 929-4402	
		Email	bids@tips-usa.com	

## Supplier Information

Company Video Guidance  
 Address 8000 Norman Center Drive  
 Bloomington, MN 55437  
 Contact  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (952) 8317215  
 Fax 1 (952) 8317425  
 Email  
 Submitted 5/15/2015 12:20:02 PM CT  
 Total \$0.00

Signature Roger Campbell

Email rcampbell@videoguidance.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
4	Company Residence (City)	Vendor's principal place of business is in the city of?	MN
5	Company Residence (State)	Vendor's principal place of business is in the state of?	MN
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 9)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
8	Yes - No	Is not owned or operated by anyone who has been convicted of a felony?	No
9	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
10	Pricing Information:	Pricing information section. (Questions 11 - 14)	(No Response Required)
11	Yes - No	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. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
12	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
13	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
14	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
15	Start Time	Average start time after receipt of customer order is ____ working days?	14
16	Years Experience	Company years experience in this category?	15
17	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
18	States Served:	If answer is NO to question #17, please list which states can be served. (Example: AR, OK, TX)	

19	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Video Guidance is a full-scale visual communications provider, specializing in Hardware, Software, Services, Design/Architect and Support as well as being a leading global provider of Cloud Services for Visual Communications.
20	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
21	Primary Contact Name	Primary Contact Name	Roger Campbell
22	Primary Contact Title	Primary Contact Title	Regional Manager
23	Primary Contact Email	Primary Contact Email	rcampbell@videoguidance.com
24	Primary Contact Phone	Primary Contact Phone - Format (xxx) xxx-xxxx	303-353-1794
25	Primary Contact Fax	Primary Contact Fax - Format (xxx) xxx-xxxx	952-831-7425
26	Primary Contact Mobile	Primary Contact Mobile- Format (xxx) xxx-xxxx	907-350-8578
27	Secondary Contact Name	Secondary Contact Name	Brian Groff
28	Secondary Contact Title	Secondary Contact Title	VP of Sales - North America
29	Secondary Contact Email	Secondary Contact Email	bgroff@videoguidance.com
30	Secondary Contact Phone	Secondary Contact Phone - Format (xxx) xxx-xxxx	952-400-2557
31	Secondary Contact Fax	Secondary Contact Fax - Format (xxx) xxx-xxxx	952-831-7425
32	Secondary Contact Mobile	Secondary Contact Mobile - Format (xxx) xxx-xxxx	952-484-8999
33	2% Contact Name	2% Contact Name	Mayde Yang
34	2% Contact Email	2% Contact Email	myang@videoguidance.com
35	2% Contact Phone	2% Contact Phone - Format (xxx) xxx-xxxx	952-831-7215
36	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 37 - 39)	(No Response Required)
37	Purchase Order Contact Name	Purchase Order Contact Name	Roger Campbell
38	Purchase Order Contact Email	Purchase Order Contact Email	rcampbell@videoguidance.com
39	Purchase Order Contact Phone	Purchase Order Contact Phone - Format (xxx) xxx-xxxx	303-353-1794
40	Company Website	Company Website	www.videoguidance.com
41	Federal ID Number:	Federal ID Number also known as the Employer Identification Number.	41-1946667
42	Primary Address	Primary Address	8000 Norman Center Dr, #250
43	Primary Address City	Primary Address City	Bloomington
44	Primary Address State	Primary Address State	MN
45	Primary Address Zip	Primary Address Zip	55437

46 Search Words:

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

Video, visual communications, Audio visual, Cisco, Polycom, Acano, Polycom, Lifesize, Avizia, Extron, videoconferencing, video conference, Services, Cloud Services, Support Contracts

47 Yes - No

Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over \$100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)

Yes



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Line Items

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Response Total: \$0.00

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## Video Guidance

### List of Manufacturer and Industry Certifications

#### Acano

Vendor Certification Level	=	Direct Reseller and Service Provider
Employee Certifications	=	
Acano Certified Expert		Brademeyer, Jon
Acano Certified Expert		Okern, Mark

#### Avizia

Vendor Certification Level	=	Partner Core Reseller and Service Provider
Employee Certifications	=	Trained entire Ops Group

#### Avteq

Vendor Certification Level	=	Authorized Product Reseller
Employee Certifications	=	None

#### Barco

Vendor Certification Level	=	Authorized Clickshare Product Reseller
Employee Certifications	=	None

#### Biamp

Vendor Certification Level	=	None
Employee Certifications	=	None

#### Cisco

Vendor Certification Level	=	Registered Partner Select Certified Partner Small and Midsize Business Specialization Express Collaboration Specialization
Employee Certifications	=	

Cisco Certified Network Associate - Routing and Switching (CCNA)		Brademeyer, Jon
Cisco Certified Network Associate (CCNA) - Voice		Brademeyer, Jon

#### ClearOne

Vendor Certification Level	=	Fully Authorized Dealer
Employee Certifications	=	

ClearOne Professional A/V Conferencing Products Technical Specialist		Estle, Chris
ClearOne Professional A/V Conferencing Products Technical Specialist		MacPhail, David
ClearOne Professional A/V Conferencing Products Technical Specialist		Moffitt, Keegan

Chief

Vendor Certification Level = Fully Authorized Dealer  
Employee Certifications = None

Crestron

Vendor Certification Level = None  
Employee Certifications =  
    Crestron DMC-D                      Moffitt, Keegan  
    Crestron DMC-E                      Moffitt, Keegan

CTS

Employee Certifications =  
    Certified Technology Specialist                      Brademeyer, Jon  
    Certified Technology Specialist                      Cox, Trevor  
    Certified Technology Specialist                      Scribner, Doug  
    Certified Technology Specialist - Design                      Johnson, Kurt  
    Certified Technology Specialist - Installation                      Moffitt, Keegan

Da-lite

Vendor Certification Level = Certified Partner  
Employee Certifications = None

Ergotron

Vendor Certification Level = None  
Employee Certifications = None

Extron

Vendor Certification Level = Platinum Dealer  
Employee Certifications = Authorized & Trained GC Pro/Control, XTP  
    Extron AV Associate Certification                      Brademeyer, Jon  
    Extron AV Associate Certification                      Cox, Trevor  
    Extron AV Associate Certification                      Estle, Chris  
    Extron AV Associate Certification                      Kuehlwein, Kyle P  
    Extron AV Associate Certification                      MacPhail, David  
    Extron AV Associate Certification                      Moffitt, Keegan  
    Extron AV Associate Certification                      Scribner, Doug  
    Extron Configurable Control Systems                      MacPhail, David  
    Extron Configurable Control Systems                      Moffitt, Keegan  
    Extron Configurable Control Systems                      Scribner, Doug  
    Extron Configurable Control Systems Online Class                      Cox, Trevor  
    Extron Configurable Control Systems Online Class                      Kuehlwein, Kyle P  
    Extron Configurable Control Systems Online Class                      MacPhail, David  
    Extron Configurable Control Systems Online Class                      Moffitt, Keegan  
    Extron Configurable Control Systems Online Class                      Scribner, Doug  
    Extron Control Associate Certification                      MacPhail, David  
    Extron Control Associate Certification                      Moffitt, Keegan

Extron Control Associate Certification	Scribner, Doug
Extron Control Professional	MacPhail, David
Extron XTP Systems Engineer	Estle, Chris
Extron XTP Systems Engineer	Johnson, Kurt

LifeSize

Vendor Certification Level	=	Expert Level Partner
Employee Certifications	=	
LifeSize Certified Technical Expert (LCTE)		Brademeyer, Jon
LifeSize Certified Technical Professional		Brademeyer, Jon

Lutron

Vendor Certification Level	=	Authorized Dealer
Employee Certifications	=	None

Middle Atlantic

Vendor Certification Level	=	Authorized Dealer
Employee Certifications	=	None

OnStream

Vendor Certification Level	=	
Employee Certifications	=	

PEXIP

Vendor Certification Level	=	Authorized Dealer (Requires Renewal)
Employee Certifications	=	None

Polycom

Vendor Certification Level	=	Gold Certified Dealer (Requires Renewal)
		RealPresence Platform Certification
		RealPresence Solutions Specialization
Employee Certifications	=	
Polycom - RealPresence Platform Level 1		Giesen, Brian
Polycom - RealPresence Platform: Technical		Brademeyer, Jon
Polycom - RealPresence Platform: Technical		Giesen, Brian
Polycom - RealPresence Solutions: Technial Specialization		Brademeyer, Jon
Polycom - RealPresence Video Content Management		Brademeyer, Jon
Polycom - Video Solutions Pre-Sales: Technical		Brademeyer, Jon
Polycom - Video Solutions Pre-Sales: Technical		Scribner, Doug
Polycom - Video Solutions Pre-Sales: Technical		Shafer, Eric

Panasonic

Vendor Certification Level	=	Authorized Dealer, Displays
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Employee Certifications = None

RevoLabs

Vendor Certification Level = Authorized Dealer

Employee Certifications =

Revolabs Advanced Product Configuration MacPhail, David

Revolabs Advanced Product Configuration Moffitt, Keegan

Revolabs Advanced Product Configuration Scribner, Doug

SMART

Vendor Certification Level = None

Employee Certifications = None

SynergySky

Vendor Certification Level = Authorized Dealer

Employee Certifications = None

Vaddio

Vendor Certification Level = Authorized Dealer

Employee Certifications = None

VBrick

Vendor Certification Level = None

Employee Certifications = None

VFI

Vendor Certification Level = Authorized Dealer

Employee Certifications = None

Vyopta

Vendor Certification Level = Authorized Dealer

Employee Certifications = None



## CERTIFICATION & SPECIALIZATION

Feb 2, 2015

To Whom It May Concern:

It is my privilege to inform you that Polycom, Inc. has named **Video Guidance** a Certified/Specialized Partner. Having applied for and met the requirements for Certification/Specialization, they can sell the following Product(s) within the United States.

<b>Certification</b>	<b>Expiration Date</b>	<b>Specialization Expiration Date</b>
RealPresence Platform	04/09/2015	
Video Endpoints	04/26/2015	
Microsoft Optimized CX Devices		

Polycom Partners are recognized within the industry for their sales acumen and technical expertise. For further information or questions about Polycom Certification or Specialization achievement, please contact **Video Guidance**

Best Regards,

A handwritten signature in blue ink, appearing to be "Mark Arman", with a long horizontal stroke extending to the right.

Mark Arman

Vice President, Worldwide Channel Sales

**Provisions for purchase with federal funds for contracts exceeding \$100,000**  
**These forms are for non-construction contracts**

Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education and 7 CFR 3015 & 3016 from the Department of Agriculture for School Lunch Program. There may be other Federal programs from time to time that are not enumerated above that may fund certain projects using outside vendors. These are not optional for the contracting entity and in order to spend the federal funds certain provision and certifications must be in place to ensure legal compliance.

If your company wishes to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000, you must complete the following forms can provide the certifications as required on the subsequent pages.

Do you wish to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000?

Check your response?

YES  NO

  
\_\_\_\_\_  
Signature of Authorized Company Official

3/10/2015

\_\_\_\_\_  
Date

Dan Driscoll

\_\_\_\_\_  
Printed Name of Authorized Company Official

Video Guidance, Inc.

\_\_\_\_\_  
Company Name

***Attach to this page a current W-9 form***

***Please complete the forms below***

**Legal Compliance**

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award. The vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to TIPS or TIPS members?

Does vendor agree? YES AO Initial of Authorized Company Official

**Non-Collusive Bidding Certificate**

By submitting a proposal in response to a Request for Proposals or other procurement device containing this clause, you certify that you are authorized to certify to the following:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

The vendor complied with #1 through 4 above? YES AO Initial of Authorized Company Official

---

**SUSPENSION OR DEBARMENT CERTIFICATE**

---

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

The vendor has not been debarred? YES AO Initial of Authorized Company Official



***Certification Regarding Lobbying***

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding  
\$100,000 in Federal Funds**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than

\$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbing," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Video Guidance, Inc.


\_\_\_\_\_  
Name of Organization

8000 Norman Center Drive, Bloomington, MN 55437

\_\_\_\_\_  
Address of Organization

Dan Driscoll / Director

\_\_\_\_\_  
Name / Title of Submitting Official

  
\_\_\_\_\_  
Signature of Submitting Official


3/10/2015

\_\_\_\_\_  
Signature Date

**Provisions for purchase with federal funds for contracts exceeding \$100,000**


**Federal Rule (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)**

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS Member, TIPS Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES  Initial of Authorized Company Official


**Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS Member, TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES  Initial of Authorized Company Official

**Federal Rule (7) Notice of awarding agency requirements and regulations pertaining to reporting.**


Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS Member, TIPS Member requires that the proposer certify that during the term of an award by the TIPS Member resulting from this procurement process the vendor will provide reports and documentation required by all applicable law and state and federal regulations upon request by the TIPS Member or any relevant state of federal agency.

Does vendor agree? YES  Initial of Authorized Company Official

**Federal Rule (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.**


**Provisions for purchase with federal funds for contracts exceeding \$100,000**

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS Member, TIPS Member shall address any requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract in the contract document and absent language to the contrary or if the contract silent on the subject, the District retains all rights thereto.

Does vendor agree? YES  Initial of Authorized Company Official


**Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.**

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will surrender upon request any copyrighted materials owned by the TIPS Member but used in the awarded contract performance unless otherwise agreed in a written document by the parties. TIPS Member reserves the rights to all data created or provided to the vendor for the purpose of contract performance resulting for this procurement process and the vendor will surrender such data upon request unless otherwise agreed in a written document by the parties. If the contract is silent or not dispositive on the subject matter data or copyrights TIPS Member retains all rights in the data developed or gathered during the contract term.

Does vendor agree? YES  Initial of Authorized Company Official

**Federal Rule (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.**


Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term and after the awarded term of an award by the TIPS Member resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Does vendor agree? YES  Initial of Authorized Company Official

**Provisions for purchase with federal funds for contracts exceeding \$100,000**


**Federal Rule (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.**

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that the awarded vendor retain of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES  Initial of Authorized Company Official


**Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)**

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor agree? YES  Initial of Authorized Company Official

**Federal Rule (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**

Pursuant to Federal Rule (13) above, when federal funds are expended by TIPS Member, TIPS Member requires proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES  Initial of Authorized Company Official

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## SUSPENSION OR DEBARMENT CERTIFICATE

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Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

Information may be found at <https://www.sam.gov/index.html>

Has the vendor been debarred form participation in Federal funds contracts?

NO \_\_\_\_ Initial of Authorized Company Official

YES \_\_\_\_ Initial of Authorized Company Official

Company Official: \_\_\_\_\_

Company: \_\_\_\_\_

## CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in 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.

Company Name: Video Guidance, Inc.

Mailing Address: 8000 Norman Center Drive

City: Bloomington

State: MN

Zip: 55437

Telephone Number: (952) 831-7215

Fax Number: (952) 831-7425

Email Address: ddriscoll@videoguidance.com

Authorized Signature: 

Printed Name: Dan Driscoll

Position: Director

This contract is for a total TERM of one year. 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.

 6-25-15  
TIPS Authorized Signature Date

 6-25-15  
Approved by Region VIII ESC Date

<b>References</b>
-------------------

**\*\* Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
Region 10 ESC	Richardson	TX	Bob Barnes	(972) 348-1610
The Learning Network of Minnesota	Minneapolis	MN	Doug Lund	612-624-5730
ECMECC	Braham	MN	Marc Johnson	763-360-5360
NETS	Crookston	MN	Jeff Sinks	218-281-8405
MetroEcsu	Roseville	MN	Kelly Ascheman	612-638-1555
Southwest Minnesota State University	Marshall	MN	Scott Haken	507-537-6271

Email

[bob.barnes@region10.org](mailto:bob.barnes@region10.org)



## Table of Contents

<b>Company Overview:</b> .....	<b>3</b>
<b>Cloud Services (VG Connect):</b> .....	<b>5</b>
<b>List of Sample Project Personnel:</b> .....	<b>7</b>
<b>Organizational Chart:</b> .....	<b>8</b>
<b>Sample Implementation Program:</b> .....	<b>9</b>
<b>Sustainability:</b> .....	<b>11</b>

## **Company Overview:**

Video Guidance is a market-leading, independent provider of strategic visual communications, offering video conferencing, telepresence and audio visual technologies and services for more than 15 years.

Our mission is to help customers transform their organizations, and exceed their business goals by providing advanced visual communications technology and managed applications, supported by exemplary service.

Using "best of breed" technologies, we enable organizations of all sizes to discover the unlimited applications that can help them communicate more effectively. From ROI analysis and network design, to application development, to training and support, Video Guidance is a one-stop conferencing partner.

Founded in 1999, Video Guidance has been providing and supporting video conferencing services to government, education, healthcare, enterprise throughout the upper Midwest. Video Guidance ([www.videoguidance.com](http://www.videoguidance.com)) is privately held and headquartered in Bloomington, MN with sales offices throughout the US. Video Guidance is a certified partner of Cisco, Polycom, LifeSize, and Acano and maintains strategic alliances with Conference Plus, On Stream Media and SynergySky. For six consecutive years, Video Guidance has been named to the "Inc. 5,000" list of the nation's fastest growing private companies; one of the top privately held companies in Minnesota; and one of the "50 Fastest Growing Privately Held Companies" in the Twin Cities by The Business Journal. The company was also named one of the "Best Companies to Work For" by Minnesota Business magazine, which also honored Video Guidance with its "2013 Leader in Health Care Award."

As for Acano, their technology accelerates ideas. They believe that human progress is fueled by the exchange of ideas and that everyone should be invited to join. They bring together previously incompatible audio, video and web technologies in coSpaces™ – virtual meeting rooms only radically better. People share their ideas using any device they want and technology fades into the background. The result? The right people connect at the right time, from wherever their creativity thrives. Acano co-founders have a tremendous amount of video conferencing experience. Dr. Mark Blake, CTO research and development staffs have created products generating over \$1B in revenue. He was a founder and architect at Codian. His career also includes technology leadership roles at Cisco, Tandberg, and Calista. Dr. Jan Nielsen, VP of Products is leading the company's product development and engineering organization. Previously Jan was responsible for the technology strategy and development of video infrastructure products in Cisco, Tandberg and Codian.

### **Company Product Portfolio:**

Video Guidance is a full services video conferencing and AV integrator offering these value-added services:

1. Professional and Consulting Services
2. Conferencing Support Services
3. User Adoption Services – the program consists of the following deliverables:
  - a. Adoption consulting services
  - b. Open houses, "Lunch and Launch" demonstrations
  - c. Internal/external communications assistance
  - d. Brief user tutorial videos
  - e. Best practices/tips for internal distribution

- f. Usage reports to demonstrate your success
  - g. Comprehensive instructional program
4. ONE CALL Managed Services
  - a. Video needs assessment and design
  - b. Videoconferencing audit, review and design
  - c. Videoconferencing installation
5. ONE CALL Support Program – an equipment maintenance program
6. Firewall Traversal Services
7. A/V integration and support services
8. Video Streaming services

**Implementation:**

Video Guidance provides video and on-site training in this popular program targeted at "training the trainer" or direct training support. VG personnel will provide training sessions on Video Guidance's WorkSpace services selected. The training program is highly interactive and emphasizes hands-on use of the service and the WorkSpace mobile client. The training program is designed specifically for the devices selected by your program. Video Guidance provides video conference training from its home office direct to your education program. Video conferencing training offers the benefit of getting the trainee to use the technology as part of the training. Video Guidance also offers continuous "train-the-trainer" courses and can deliver refresher sessions via live videoconference. Your specific training needs will be discovered during the needs assessment period and harmonized with the projected bill of materials to tailor the training to each situation.

**User Adoption Program:**

Video Guidance provides video and on-site user adoption services in this popular program targeted at "training the trainer" or direct training support. VG personnel will provide training sessions on Video Guidance's services and equipment selected. The training program is highly interactive and emphasizes hands-on use of the service and the WorkSpace mobile client. The training program is designed specifically for the devices selected by your program. Video Guidance provides video conference training from its home office direct to your education program. Video conferencing training offers the benefit of getting the trainee to use the technology as part of the training. Video Guidance also offers continuous "train-the-trainer" courses and can deliver refresher sessions via live videoconference. Your specific training needs will be discovered during the needs assessment period and harmonized with the projected bill of materials to tailor the training to each situation.

The User Adoption provides an array of training materials. Documentation includes user handouts, reference guides, detailed product manuals and videos. We start with a basic training agenda developed with the customer for the video conference services purchased. The current training documentation can be found at <http://www.videoguidance.com/support/workspace.htm>

**Support and training:**

Video Guidance Support is a robust support model designed to deliver the highest quality experience and response time possible. Video Guidance will provide our standard SLA's for technical helpdesk.

Video Guidance support includes priority "escalation" levels. Support calls are escalated in the following manner.

1. Calls are first routed to Video Guidance's Level 1 Support. If the customer service agent cannot resolve the issue within 3 hours, or does not have the technical expertise to assist the customer, the call will then be transferred to a live agent within Video Guidance's Level 2 Support group.
2. A Level 2 Support agent will then work with the customer to resolve the issue within the next two business days. It may take one or two days to fix the issue when equipment requires replacement. If the Level 2 Support agent cannot resolve the issue, the manufacturer's Level 2 Support Group will be contacted to provide assistance.
3. If the manufacturer's technical support and engineering staff cannot provide a solution within 1 week, the customer will be offered a suitable replacement or the option of waiting for a resolution from the manufacturer.

**Support during Conferencing:**

Video Guidance does offer Conferencing Support services which is a full-service, no hassle video conferencing solution. We eliminate the guesswork and obstacles that organizations may face with video meetings by initiating and managing all conferences with certified video technicians. This high-touch approach ensures quality and reliability on every call. Our unmatched "White Glove" service offers a single point of contact to schedule, coordinate and conduct successful, end-to-end visual communication and educational meetings. Video Guidance currently provides this service to several Minnesota school districts.

VG Connect's Conferencing Support Services highlights are:

- Reservations and confirmations
- Dial-in/dial-out
- Site certification and registration
- Conference pretesting
- Meet, greet and guide
- Live assistance and meeting monitoring
- Conferencing reporting and event management
- Conference connect and disconnects
- Flexible viewing options
- Continuous presence

**Cloud/Mobile Licenses (VG Connect):**

Video Guidance has solved numerous customer's requirements to provide seamless, scalable and reliable audio and video communications without the need for investing in costly hardware, middleware and personnel resources. VG Connect facilitates interoperability between H.323/SIP, Lync, Jabber, WebRTC and Traditional Audio.

In addition, the VG Connect Portal is the only solution on the market that seamlessly integrates into your Member Organization's existing On-Premise Solution to accomplish a seamless HYBRID environment between On-Prem and Cloud Services

Video Guidance will work with Member Organizations to determine proper capacity, Workspace Licenses and Meeting Space Licenses to assign to users as they see fit. With a client on their PC/Mac/Laptop, Tablet or Mobile Device (IOS or Android), they can login and launch calls via easy to use contact lists, H.323 addresses, SIP URI's, Microsoft Lync addresses or Audio only phone numbers.

The user will also have the ability to send via email information for external users to connect from a standards compliant H.323/SIP endpoint, Microsoft Lync Client, WebRTC via browser (Google, Firefox, Internet Explorer, Safari and Opera) or Audio-only phone.

**Never before has it been so simple to connect any device, anywhere, any time.**

The licensed user will be allowed to create unlimited Virtual Meeting Rooms and contacts, with the ability to manage them as they see fit.

**The Licensed Workspace User will also be able to host meetings up to 25 users, regardless of what technology or speed they connect with.**

### **Key advantages**

- **OpEx Budget vs. CapEx Budget**
- **Low Infrastructure Investment**
- **No Hardware Obsolescence**
- **Cloud/On-Premise HYBRID Flexibility**
- **Simple Scalability for Future Growth**
- **Unlimited Virtual Meeting Rooms**
- **Portal Access for all users/management**
- **Seamless Audio Conferencing**
- **Low FTE Resources Needed**
- **Management of on-prem equipment**
- **Manufacturer Interoperability**
- **White-Label PFA Branding**
- **1<sup>st</sup> Call End-User Support**
- **Concierge Service**
- **Reporting**
- **Administration**
- **Management**
- **Best of Breed Technology**
- **User Adoption Services (Workflow)**
- **End User Training**

## **Sample List of Project Personnel:**

### **Primary Contact:**

Roger Campbell  
Direct: 303.353.1794  
Mobile: 907.350.8578  
Video: [rcampbell@vgconnect.us](mailto:rcampbell@vgconnect.us)  
Email: [rcampbell@videoguidance.com](mailto:rcampbell@videoguidance.com)

### **Vice President of Sales:**

Brian Groff  
Direct: 952.400.2557  
Mobile: 952.484.8999  
Video: [bgroff@vgconnectus.com](mailto:bgroff@vgconnectus.com)  
Email: [bgroff@videoguidance.com](mailto:bgroff@videoguidance.com)

### **Sales Engineer:**

Brian Giesen  
Mobile: 952.393.5988  
Video: [bgiesen@vgconnect.us](mailto:bgiesen@vgconnect.us)  
Email: [bgiesen@videoguidance.com](mailto:bgiesen@videoguidance.com)

### **Contract Administrator:**

Dan Driscoll  
Direct: 952-400-2558  
Video: [ddriscoll@vgconnectus.com](mailto:ddriscoll@vgconnectus.com)  
Email : [ddriscoll@videoguidance.com](mailto:ddriscoll@videoguidance.com)

### **Project Manager:**

Sue Ann Hahn-Gabrelcik  
Direct: 952.400.2571  
Mobile: 952.270.2309  
Video: [shahn-gabrelcik@vgconnect.us](mailto:shahn-gabrelcik@vgconnect.us)  
[shahn-gabrelcik@videoguidance.com](mailto:shahn-gabrelcik@videoguidance.com)

### **User Adoption Manager:**

Sheila Mueller  
Direct: 952.400.2568  
Mobile: 952.681.9990  
Video: [smueller@vgconnect.us](mailto:smueller@vgconnect.us)  
Email: [smueller@videoguidance.com](mailto:smueller@videoguidance.com)

### **Director of Operations:**

Dan Giesen  
Direct: 952.400.2551  
Mobile: 612.281.8274  
Video: [dgiesen@vgconnect.us](mailto:dgiesen@vgconnect.us)  
Email: [dgiesen@videoguidance.com](mailto:dgiesen@videoguidance.com)

### **Implementation Manager:**

Chris Estle  
Direct: 952.400.2561  
Mobile: 612.581.0463  
Video: [cestle@vgconnect.us](mailto:cestle@vgconnect.us)  
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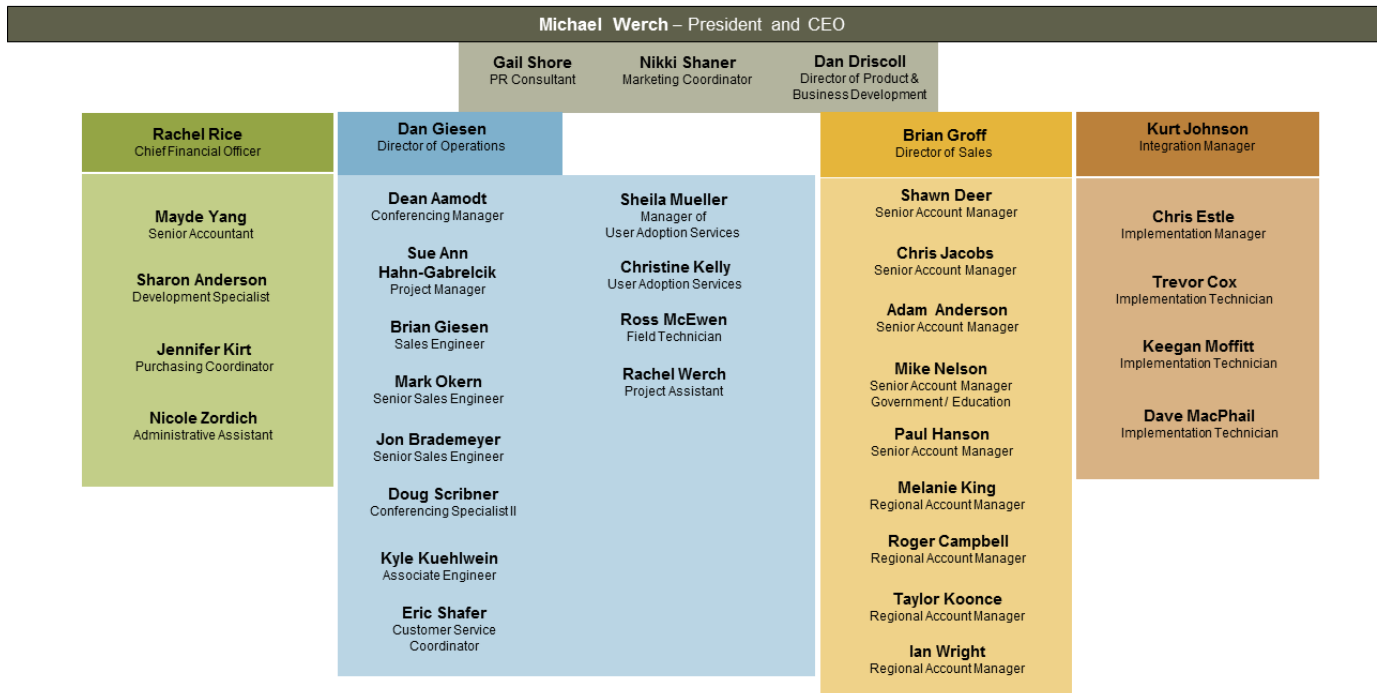
## Organizational Chart / Sample Project Team:

All personnel are Video Guidance employees and no subcontracting will be utilized.

- Roger Campbell: Primary sales contact.
- Brian Groff: Sales escalation POC
- Brian Giesen: Engineer that will be responsible for designing the solution. And overseeing the engineering aspects of the implementation.
- Dan Driscoll: Will assist with any legal agreements and Govt. registrations.
- Sue Ann-Hahn: Project Manager that will be responsible for timetables, tasks, assignments and customer coordination of project.
- Sheila Mueller: User Adoption Manager that will be responsible for all user adoption and training for the project.
- Chris Estle: Will supervisor the configuration, installation, testing, and documentation of the equipment associated with the project.
- Dan Giesen: Operations escalation POC
- Doug Scribner: Onsite installer
- Trevor Cox: Alternative onsite installer



### VIDEO GUIDANCE ORGANIZATIONAL CHART - 2014



## Sample Implementation Programs:

Video Guidance Project Management team will work closely with Member Organizations to outline all responsibilities for both parties. A comprehensive implementation plan will be designed and presented for approval. A sample of an Implementation plan is located below.

The Implementation Timeline Sample is included to show an outline of some of the requirements for configuration and implementation. To make the project a success, Video Guidance will be looking for assistance from a variety of Member Organization's resources including administration and management to schedule facilities, installation, training, etc. Member Organization's resources can be defined early in the Project Management process.

<b>Sample Implementation Timeline</b>	
Task Title	Estimated Duration
<b>Project Preparation</b>	10 - 15 day(s)
Project Kick-Off Meeting	
Internal VG Hand-over Meeting	
Review RFP SOW and Project Summary	
System Design and Applications Meeting	
Finalize Detailed Engineering Designs	
Detailed Applications Documents	
<b>Accounting Process</b>	15-60 day(s)
Order Equipment	
Track Equipment & Provide ETA's	
Provide Ordering Instructions to Accounting	
Ship and Stage Equipment	
<b>Pre-Install Preparation</b>	15 -20 day(s)
Schedule Installations/Provisioning	
Obtain Network and Engineering Information	
Confirm Room and Applications Requirements	
Customer Meeting to discuss Layouts/Functions/Applications	
Send Final Application Designs to Customer	
Pre-install Project Meeting	
<b>Installation Process</b>	20 - 30 day(s)
Install and Test Equipment	
Set up and Implement Workspace Users	
Provide Training Dept. w/ Final Design and Applications	
Send Customer Install Survey	
Returned Unused/Additional Used Equipment	
Training Pre-Meeting	
Complete Installation Sheet & Update Account Info	
<b>Training</b>	20 - 30 day(s)
Training Notifications	
Provide Customer User Adoption Training	
Provide Customer Application and Work Process Training	



Provide Customer Technical Training	
<b>Pre-Support Preparation</b>	5 - 10 day(s)
Confirm Video and Applications Requirements	
Customer Meeting to Discuss Support Plan	
<b>Support Program Debriefing</b>	5 - 10 day(s)
Final Application Support Plan	
System, Equipment and Application Debriefing	
Review Final Implementation, Support and SLAs	
Input Customer Information into VG Support Systems	
Complete Support Sheet & Update Account Info	
<b>Follow Up</b>	1 - 5 day(s)
Customer Follow Up	
<b>Estimated Total Duration</b>	<b>100 - 170 day(s)</b>

**Note: This is just a sample of a project and implementation timeline. The duration timeline is just an estimate and depends largely on the customer's applications, customer's installations goals, user adoption services required and overall timeline goals of the project. Video Guidance is flexible in working with the customer to design an implementation/user adoption program to meet the project's requirements.**

**User Adoption Program:**

Video Guidance provides step-by-step instruction on all aspects of device operations, maintenance, and troubleshooting. Video Guidance provides video conference training from its home office direct to your program. Video Guidance personnel will provide step-by-step instruction on all aspects of device operation and trouble-shooting. Video conferencing training offers the side benefit of getting the trainee to use the technology as part of the training. We also offer "train-the-trainer" courses and can deliver refresher sessions or new-hire training via live videoconference. Your specific training needs will be discovered during the needs assessment period and harmonized with the projected bill of materials to tailor the training.

See Exhibit 2 for more information on the deliverables associated with the User Adoption Program.

**Support Program:**

Video Guidance delivers the highest level of support in the industry. Our Support Center is staffed with experienced and certified engineers that will help you 7 days a week, 24 hours a day with our service programs.

Video Guidance's ONE CALL Plus program offers, in addition to the deliverables in ONE CALL, complete management of a customer's infrastructure, including end points, gateways, bridges, management systems, etc.

## **Sustainability:**

Video Guidance has two data centers located in the Minneapolis metro area. Video Guidance's 2014 merger with BCS Global Networks expands our footprint globally to include data centers in London, Toronto, New York, Hong Kong and Shanghai. Our hosted services are divided between these two locations to maximize uptime as well as optimize any latency to our customers. Our primary data center is a co-location facility hosted by TW Telecom. TW Telecom co-location sites offer secure access, redundant power, dual HVAC, and fire detection and prevention systems and 24-hour operations staff. The other data center is our corporate headquarters building that houses a dedicated and controlled server room with 7x24 monitoring and support. Video Guidance VG Connect hosted services are available throughout the United States and Internationally.

Video Guidance strives to demonstrate our actions by offering clean, green technologies and environmentally conscious products and services. We are proud of our corporate culture, which aims to reduce waste, conserve resources, maximize energy efficiencies and minimize carbon emissions. As a visual communications leader, Video Guidance encourages its customers and other businesses to leverage creative, innovative technologies to help them achieve their own environmental objectives.

And, we further demonstrate our commitment to environmental responsibility by examining each phase of Video Guidance's own business practices to reflect how our daily operations can reduce unnecessary impacts on the environment. Our efforts begin with telecommuting via video conferencing, cutting back the need to travel and by conducting in-person meetings.

Our EnergyStar building, which has been submitted for LEED Gold certification, features energy-efficient heating and air conditioning, compact fluorescent bulbs and other energy-saving lighting, green cleaning products, water conservation, sustainable carpet and wall coverings, vacancy sensors in conference rooms and restrooms, and shading windows to cool or heat rooms.

## **Risk Assessment:**

Video Guidance is not only confident that our solution meets or exceeds the requirements set forth in the RFP, but is committed to the success of this project with every resource at our disposal. We have performed numerous implementations of this nature with entities in the First Responder markets. We have the tools to assure the success of this process through Quality Assurance, Customer Service, Training and User Adoption Services.

We view our customers as our partners and your success is of paramount importance to Video Guidance's existence.

Video Guidance looks forward to earning your Member Organization's business.