### VENDOR CONTRACT

Between	DATA PROJECTIONS, INC	and
	(Company Name)	

## THE INTERLOCAL PURCHASING SYSTEM (TIPS) For

### Interactive Presentation Systems #161101

## **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.

**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

- 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 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 participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

#### **Participation Fees**

Vendor or vendor assigned dealer contracts to pay the participation fee for all contract sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

#### 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:

- o Providing material that does not meet the specifications of the contract;
- o 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;
- o 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". Purchase Order is emailed to TIPS at 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.

#### **Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

#### 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.
- <u>Promotion of Contract</u>: 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.
- <u>Daily Order Confirmation</u>: 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.
- <u>Vendor custom website for TIPS</u>: If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
- <u>Back Ordered Products</u>: 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.

$\bowtie$	We take no exceptions/deviations to the <b>general</b> and/or <b>special terms and conditions</b> .
(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 english towns and

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:

Exceptions:			
	-		
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## **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:	DATA PROJECTIONS, INC		
Mailing Address:	3700 W. SAM HOUSTON PARKWAY S., SUITE # 525		
City:	HOUSTON		
State:	TX	The state of the s	
Zip:	77042		
Telephone Number:	(713) 781-1999		
Fax Number:	(713) 781-3338		
Email Address:	MSTASIO@DATAPROJECTIONS.COM		
Authorized Signature: Printed Name:	MEGAN STASIO		
Position:	VP OF OPERATIONS		
honor the participation be grounds for termina AAA	tal TERM of one year with the option of two a nefee for any sales made based on the TIPS co ation of contract and will affect the award of f with Barton	ntract. Failure to pay the fee will	
TIPS Authorized Signat	ure	Date	
Approved by Region VI	Mayne Fitts	February 22, 2017	
WALLAND MA LICETOH AL	11 200	Pore	

## The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator  Email Phone Fax  Bid Number Title  Bid Type Issue Date Close Date	Mr. David Mabe General Manager david.mabe@tips-usa.com +1 (903) 243-4759 +1 (866) 749-6674  161101 Addendum 4 Interactive Presentation Systems RFP 11/1/2016 12:00 AM (CT) 1/13/2017 03:00:00 PM (CT)	Address  Contact  Department Building  Floor/Room Telephone Fax	+1 (866) 839-8477 +1 (866) 839-8472	Address  Contact  Department Building  Floor/Room Telephone Fax Email
		Email	bids@tips-usa.com	
Supplier Inform	nation			
Company Address	Data Projections Inc. 3700 W. Sam Houston Pkwy S Suite 525 Houston, TX 77042			
Contact Department Building Floor/Room Telephone Fax Email	(713) 781-1999 (713) 781-3338			
Submitted Total	1/13/2017 02:28:30 PM (CT) \$0.00			
By submitting	your response, you certify that yo	u are authori	zed to represent and bind	your company.
Signature Jes	Signature Jessica Greening Email jgreening@dataprojections.com			ing@dataprojections.com
Supplier Notes	S			
Bid Notes				
2.0 110100				
Bid Activities				
<b>Bid Messages</b>				

	Attributes ease 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	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	r
5	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.)	Data Projections is a leading Audio/Visual System Designer and integrator providing advanced communications product 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.
6	Primary Contact Name	Primary Contact Name	Robby Turner
7	Primary Contact Title	Primary Contact Title	VP of Sales/Marketing
8	Primary Contact Email	Primary Contact Email	rturner@dataprojections.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(210) 598-5910
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(210) 408-4590
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(210) 602-9477
12	Secondary Contact Name	Secondary Contact Name	Jessica Greening
13	Secondary Contact Title	Secondary Contact Title	Inside Sales Assistant
14	Secondary Contact Email	Secondary Contact Email	jgreening@dataprojections.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(832) 726-1916
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(713) 781-3338

17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(281) 814-5248
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Accounting Team
19	Admin Fee Contact Email	Admin Fee Contact Email	DPIAccounting@dataprojections.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(713) 781-1999
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Sales Team
22	Purchase Order Contact Email	Purchase Order Contact Email	DPIEdSalesTeam@dataprojections.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(713) 781-1999
24	Company Website	Company Website (Format - www.company.com)	www.dataprojections.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	76-0326022
26	Primary Address	Primary Address	3700 W. Sam Houston Pkwy South, Suite 525
27	Primary Address City	Primary Address City	Houston
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	77042
30	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.)	Interactive, SMART, Clevertouch, Epson, Da-Lite, Newline, Electronic, White Board, Touch, Collaborate, Projector, Flat Panel, IFP
31	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 Regulations for Contracts 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
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Houston
34	Company Residence (State)	Vendor's principal place of business is in the state of?	TX
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)

36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	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
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	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
40	Yes - No	Pricing submitted includes the TIPS administration fee?	No
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	No
43	Start Time	Average start time after receipt of customer order is working days?	10
44	Years Experience	Company years experience in this category?	30
45	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.	Yes
46	Prices are guaranteed for?	(Month(s), Year(s), or Term of Contract) (Standard term is "Term of Contract")	1 Year

ine Items		
	Response Total:	\$0.00

## References

Form provided for your use if needed

Please provide three (3) references, preferably from school districts or other governmental entities. who have used your services within the last three years. Additional references may be required. <u>DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.</u>

A.	KATY ISD	BRENDA WHITE
	Entity Name	Contact Person
	BRENDADWHITE@KATYISD.ORG	(281) 396-2292
	email	Phone
В.	PRAIRIE VIEW A&M	RODNEY MOORE
	Entity Name	Contact Person
	RVMOORE@PVAMU.EDU	(936) 261-9311
	email	Phone
C.	EANES ISD	CARL HOOKER
	Entity Name	Contact Person
	CHOOKER@EANESISD.NET	(512) 732-9000
	email	Phone

You may provide other references below or affixed to this document with this sheet.

## Regulatory Standing Form

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not explain below or attach explanation.
Megan Stadio
MEGAN STASIO Name of Authorized Signatory
DATA PROJECTIONS, INC. Name of Company
01/13/2017 Date

# Notice to Vendors Conflict of Interest Disclosure Statements Texas Local Government Code, Chapter 176 for Education Service Center and TIPS

Vendors are required to file a Conflict of Interest Questionnaire (Form CIQ) with the District if an employment or business relationship or family relationship exists between the vendor and a local government officer ("LGO") of the District or a family member of the LGO. THERE ARE POTENTIAL CRIMINAL PENALTIES FOR FAILURE TO COMPLY WITH TEX. LOCAL GOVT. CODE CHAPTER 176. Certain terms used herein are defined in Chapter 176. Vendors are encouraged to review and become familiar with all disclosure requirements of Chapter 176 and Form CIQ. The information contained herein is for information purposes only and shall not be construed as legal advice. "Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent (including an employee) of a vendor.

#### A vendor is required to file a completed Form CIQ if the vendor has a business relationship with C-FB ISD (the "District") and:

- has an employment or other business relationship with a Local Government Officer ("LGO") of the District, or a family member of the LGO:
- 2. has given a LGO of the District, or a family member of the LGO, one or more gifts that have the aggregate value of more than \$100 in the 12-month period specified in Loc. Govt. Code Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- 3. has a family relationship with a LGO of the District.

#### Form CIQ must be filed with the appropriate District records administrator:

- 1. Not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the District; or
    - (B) submits to the District an application, response to a request for proposals or bids, correspondence, or other writing related to a potential contract with the District; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a LGO, or a family member of the LGO;
    - (B) that the vendor has given one or more gifts described above; or
    - (C) of a family relationship with a LGO.
- The vendor also shall file an updated completed questionnaire (Form CIQ) not later than the seventh business day after the date on which the vendor becomes aware of an event that would make a statement in the questionnaire in complete or inaccurate

#### Local Government Officers (LGOs) of the Education Service Center Region 8 and TIPS as of September 01, 2016, include:

- Members of the Education Service Center Region 8 and TIPS Board of Trustees: curretn list found at http:// www.reg8.net/106311 2
- 2. Executive Director: Dr. David Fitts
- 3. An employee of Education Service Center Region 8 and TIPS who exercises discretion in the planning, recommending, selecting, or contracting of a vendor a list may be found at http://www.reg8.net/80336\_2

If you are required to file a Conflict of Interest Questionnaire (Form CIQ), upload the with your proposal.

## **CONFLICT OF INTEREST QUESTIONNAIRE**

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY		
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).			
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.			
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.			
Name of vendor who has a business relationship with local governmental entity.			
DATA PROJECTIONS, INC.			
Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which		
Name of local government officer about whom the information is being disclosed.			
Name of Officer			
Describe each employment or other business relationship with the local government officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attac CIQ as necessary.	h the local government officer.		
A. Is the local government officer or a family member of the officer receiving or it other than investment income, from the vendor?  Yes  No	ikely to receive taxable income,		
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?			
Yes No			
Describe each employment or business relationship that the vendor named in Section 1 m other business entity with respect to which the local government officer serves as an ownership interest of one percent or more.	aintains with a corporation or fficer or director, or holds an		
Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(B), excluding gifts de			
Signature of vendor poing business with the governmental entity  01/13	12017 ate		
•			

## CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

<u>Local Government Code § 176.001(1-a)</u>: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

#### Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
  - (2) the vendor:
    - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor;
    - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor.

#### Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

#### Antitrust Certification Statements (Tex. Govern.ment Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	DATA PROJECTIONS, INC.	
Address	3700 W. SAM HOUSTON PKWY S., # 525	
City/State/Zip	HOUSTON, TX 77042	
Phone No.	(713) 781-1999	
Fax No.	(713) 781-3338	
Email address	MSTASIO@DATAPROJECTIONS.COM	
Printed name:	MEGAN STASIO	
Position title:	VP OF OPERATIONS	
Authorized signature: Mayun Tagio		
Date: $01/13/2017$		

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(Before completing certification, read attached instructions.)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name DATA PROJECTIONS, INC.

161101 PR/Award Number or Project Name

Name and Title of Authorized Representative MEGAN STASIO - VP OF OPERATIONS

Date 01/13/2017

#### **Instructions For Certification**

- 1. By signing and submitting the form on page 24.10, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroncous when submitted or has become erroncous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

#### **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 Lobbying," 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.

DATA PROJECTIONS, INC.		
3700 W. SAM HOUSTON PKWY S., # 525 HOUSTON, TX 77042	5	
Name/Address of Organization MEGAN STASIO VP OF OPERATIONS		
Name/Title of Submitting Official		
Melan Drave	01/13/2017 Date	

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See next page for public burden disclosure.)

Approved by OMB 0348-0046

1. Type of Federal Action:  a. contract b. grant c. cooperative agreement d. loan c. loan guarantee f. loan insurance	2. Status of Fede a. bid/of b. initial c. post-	fer/application I award	3. Report Type:  a. initial filing b. material change For Material Change Only: year quarter date of last report
4. Name and Address of Reporting Entity:		5. If Reporting Enti- and Address of Pric	ty in No. 4 is Subawardee, Enter Name ne:
Prime Subawardee Tier,			
Congressional District, if known?		Congressional Distr	ict, if known:
6. Federal Department / Agency:		7. Federal Program	Name / Description:
		CFDA Number, it	
8. Federal Action Number, if known:		9. Award Amount, i	f known:
10 - Manager 11 11 and 12 and		\$ b. Individuals Perfo	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):			rning Services is if different from No. 10a)(last name,
	(attach Continuet	on Sheet(s) SF-LLL-A, if	naaaaan)
11. Amount of Payment (check all that apply):	(attach Communi	13. Type of Payment	(check all that apply):
\$ □ actual	□ planned	□ a, retainer □ b. one-time f	
12. Form of Payment (check all that apply)		n c. commissio	
ti a. cash		d. contingent fee	
ω b. in-kind; specify: naturevalue		□ e. deferred □ f. other; spe	cify:
14. Brief Description of Services Performed or to be Performed and Date contacted, for Payment Indicated in Item 11:		s) of Service, including of	fficer(s), employee(s), or Member(s)
	(attach Continua	tion Sheet(s) SF-LLL-A,	if necessary)
15. Continuation Sheet(s) SF-LLL-A attached:	]Yes □No		
16. Information requested through this form is au		Signature:	
31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This			
disclosure is required pursuant to 31 U.S.C. 1352 will be reported to the congress semiannually and		Title:	-
for public inspection. Any person who fails to fil disclosure shall be subject to a civil penalty of no and not more than \$100,000 for each such failure	e the required at less than \$10,000	Telephone No:	Date:
Federal Use Only;			Authorized for Local Reproduction Standard From - LLL

#### PROCUREMENT

#### Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and / or has been secured to influence the outcome of a covered Federal Action.
- 2. Identify the status of the covered Federal Action.
- 3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
- 4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
- 5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- Enter the most appropriate Federal identifying number available for the Federal action identified in item 1(e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award / loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
- 14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
- 16. The certifying official shall sign and date the form, print his/her name, title, and telephone number,

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503,

## Required Federal contract provisions of Federal Regulations for Contracts for contracts with TIPS)

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The TIPS member is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards 2 CFR PART 200

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by a TIPS member, the 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 MS Initial of Authorized Company Official

(B) 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 (B) 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. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the TIPS member. Any award under this procurement process is not exclusive and the TIPS memberreserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES MS Initial of Authorized Company

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when federal funds are expended by TIPS member, for all construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award, when federal funds are expended, by the TIPS member resulting for this procurement process the vendor will be in compliance with Equal Opportunity Employment laws specifically Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60.

Does vendor agree? YES MS Initial of Authorized Company Official

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by TIPS member, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS member resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES MS Initial of Authorized Company Official

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by TIPS member, the proposer certifies that during the term of an award by the TIPS member resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES MS Initial of Authorized Company Official

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) 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 agrees to the terms listed and referenced therein.

Does vendor agree? YES MS Initial of Authorized Company Official

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180,220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) 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 memberresulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Does vendor agree? YES MS Initial of Authorized Company Official

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by TIPS member, TIPS memberrequires 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 certifies to the terms included or referenced therein

Does vendor agree? YES MS 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 certify that it is in compliance with the Clean Air Act? YES MS Initial of Authorized Company Official

Company Name DATA PROJECTIONS, INC.	
Print name of authorized representative MEGAN STASIO	
Signature of authorized representative MUM Torcu	
Date 01/13/2017	

## Contract Terms and Conditions Please initial your answer and sign on page 2 or 2 of this section

#### Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ..." The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

•
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms? YESNO
Remedies
The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.
Do you agree to these terms? YES X NO you do not, please reference objection in Deviation form section
Choice of Law
This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.  Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms? YES
Jurisdiction and Service of Process  Any Proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world.
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms? YESX_NO
Alternative Dispute Resolution
Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if non-binding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.
Do you agree to these terms? YES X NO If you do not, please reference objection in Deviation form section Page 1 of 2 Terms and Conditions

Infringement(s) The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights in connection with the vendor's proposal or ultimate contracts awarded and approved. Do you agree to these terms? YES\_ X I \_NO\_\_\_If you do not, please reference objection in Deviation form section Acts or Omissions The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.  $\mathbf{X}$ If you do not, please reference objection in Deviation Do you agree to these terms? YES\_ form section **Contract Governance** Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms? YES X NO Not a negotiable term. Payment Terms TIP's members pay net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. These are minimum terms required of the TIPS by law and the parties may negotiate custom payment terms as desired provided they do not violate the statutory requirements. **Funding Out Clause** Pursuant to Texas Local Government Code Scc. 271.903, any proposal offer accepted by TIPS and its members and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. See statute for specifics or consult your legal counsel. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms? YES X NO Not a negotiable term. Signature below certifies accuracy of answers to all sections on page 1 and 2 of this document. Authorized Signature ( ) Printed Name MEGAN STASIO

3700 W. SAM HOUSTON PKWY S., #525

HOUSTON, TX 77042

Page 2 of 2 Terms and Conditions

Company Name and address:

DATA PROJECTIONS, INC.

Telephone Number (713) 781-1999

## DEVIATION/COMPLIANCE SIGNATURE FORM

	TIPS
DATA PROJECTIONS, INC.	
COMPANY NAME	
700 W. SAM HOUSTON PKWY S., # 5	525 HOUSTON, TX 77042
ADDRESS	CITY STATE
713) 781-1999	(713) 781-3338
PHONE NUMBER	FAX NUMBER
MEGAN STASIO  Name and signature of authorized official	maganstroom
name and signature of authorized official	$\mathbf{O}$
Conditions or Item Specifications listed in this page, with complete and detailed condit will consider any deviations in its bid award or reject any bid based upon any deviations:	from the General Conditions Standard Terms and his bid invitation, all such deviations must be listed on tions and information included or attached. The District decisions, and the District reserves the right to accept indicated below or in any attachments or inclusions.
•	and all other information contained in this Bid
No, Deviation X	
Yes, Deviations	
If yes is checked, please list below. Or attack	h to this form by stapling your deviations
particular security of the second	

#### **Insurance and Fingerprint Requirements**

#### Insurance

If applicable and your staff will be on TIPS premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance. See attached "Insurance and Indemnity Provisions" if applicable.

#### FINGERPRINT

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: http://www.statutes.legis.state.tx.us/

If the vendor has staff that meet both of these criterion-

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District. Texas DPS phone# is 512-424-2474

See form below to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

#### Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

of another state.
On behalf of. DATA PROJECTIONS, INC. ("Contractor"), I certify that
[check one below]:
None of the employees of Contractor and any subcontractors are <i>covered employees</i> , as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become <i>covered employees</i> . Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.
Or
Some or all of the employees of Contractor and any subcontractor are <i>covered employees</i> . If this box is checked, I further certify that:
(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.
Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.
Company name DATA PROJECTIONS, INC.
Printed name of Company Representative: MEGAN STASIO
Signature MIM Date 01/13/2017

For additional information on how to comply with this statute, please contact Richard Powell at TIPS.

#### NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

- 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:
- 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.

Signature below certifies accuracy of answers to all sections on this page.

Authorized Signature MEGAN STASIO

Company Name and address:
DATA PROJECTION, INC.

3700 W. SAM HOUSTON PKWY S., # 525 HOUSTON, TX 77042

Telephone Number (713) 781-1999

Date O1 13 2017

#### **FELONY CONVICTION NOTICE**

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

#### THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Offi	ial: MEGAN STASIO
	Print Authorized Company Official's Name
<b>A</b> . ]	fy firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
	Signature of Authorized Company Official:
В, 1	ly firm is not owned nor operated by anyone who has been convicted of a felony:  Signature of Authorized Company Official:
C. 1	ly firm is owned or operated by the following individual(s) who has/have been convicted of a felony:
	Name of Felon(s):
	Details of Conviction(s):
	Signature of Authorized Company Official:

# CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION, THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF
PROPOSAL FORM/PROPOSAL FORM.  OFFERER:DATA PROJECTIONS, INC.
(Name of Corporation)
I, certify that I am the Secretary of DATA PROSECTIONS, INC (Name of Corporate Secretary)
the Corporation named as OFFERER herein above; that
Mean Staslo (Name of person who completed proposal document)
(Name of person who completed proposal document)
who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as  \[ \frac{\text{VP Open MS}}{\text{Citle/Position of person signing proposal/offer document within the corporation}} \]
of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.
CORPORATE SEAL
MUC Sommer Signatures
1-13-17 DATE

#### **Non-Discrimination Statement and Certification**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities

USDA is an equal opportunity provider, employer, and lender.

I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited law and regulations.

Company Name_DATA PROJECTIONS, INC.
Print name of authorized representative MEGAN STASIO
Signature of authorized representative MU 6
Date_01/13/2017

# Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The TIPS members anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)
YES or NO
2. If yes, do you agree to comply with the following federal requirements? (Circle one)
YES or NO
2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
<ul> <li>(b) Affirmative steps must include:</li> <li>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</li> <li>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</li> <li>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</li> <li>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</li> <li>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</li> <li>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs</li> <li>(1) through (5) of this section.</li> </ul>
Company Name DATA PROJECTIONS, INC.
Print name of authorized representative MEGAN STASIO
Signature of authorized representative Mla Strand
Date 01/13/2017

# FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials and name "CONFIDENTIAL" then scan and upload with your proposal submission. (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) You must place the following wording that is between the dotted lines on the outside of the envelope containing the copies of the confidential materials. You may copy, complete and affix the following to the envelope containing the copies of the confidential materials. Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

I <u>DO NOT</u> desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet

with our response to Education Service Center Region 8 and TIPS. This envelope contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials: Name of company claiming confidential status of material Printed Name, Title, and Signature of authorized company officer claiming confidential status of material Address City State ZIP Phone ENCLOSED ARE COPIES OF \_\_\_\_\_ PAGES OF CONFIDENTIAL MATERIAL FROM OUR \_\_\_\_\_ Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. Name of company expressly waiving confidential status of material Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material Address City State ZIP Phone

Resellers - Dealers

Reseller/Dealer Name	Address	City	State	Zip	Contact Name	Contact Email	Contact Phone	Contact Fax	Company Website
Clevertouch	3700 W. Sam Houston Pkwy S., #525	Houston	TX	77042	Bobby Clark	bclark@dataprojections.com	832-942-2129	713-781-3338	www.myclevertouch.com
Epson	3840 Kilroy Airport Way	Long Beach	CA	90806	Jon Ermal	jon emeral@ea.epson.com	832-264-4430		www.epson.com
Newline	101 East Park Blvd, #807	Plano	TX	75074	Walter Pearson	wpearson@newline-interactive.com	409-336-9827		www.newline-interactive.com
SMART Technologies	3636 Research Rd NW	Calgary	AB	T2L1Y1	Jason Caffery	jasoncaffery@smarttech.com			www.smarttech.com
Da-Lite / Milestone	6436 City West Pkwy	Eden Prairie	MN	55344	David Sweeney	david.sweeney@milestone.com	832-260-6370		www.milestone.com

# CLEVERTOUCH

#### **Clevertouch Warranty**

Education Products	Limited equipment warranty	Extended warranty – available for purchase
Plus 55" <b>1541008/1</b>	Three years, on site	One or two years for purchase
Plus 65" <b>1541009/1</b>	Three years, on site	One or two years for purchase
VSeries 65" <b>1541024</b>	Three years, on site	One or two years for purchase
Plus 70" <b>1541010/1</b>	Three years, on site	One or two years for purchase
VSeries 70" <b>1541019</b>	Three years, on site	One or two years for purchase
Plus 75" <b>1541018/1</b>	Three years, on site	One or two years for purchase
Plus 75" 4K <b>1541015/1</b>	Three years, on site	One or two years for purchase
Plus 84" 4K <b>1541005/1</b>	Three years, on site	One or two years for purchase

Data Projections, Inc. Texas



# SMART TECHNOLOGIES WARRANTY

EDUCATION PRODUCTS	Limited equipment warranty	Extended warranty — available for purchase *
SPNL6000 and SPNL4000 series interactive flat panels and E70 interactive flat panel	Two years, advanced replacement Two-way shipping (NA and ROW) Review the <u>warranty</u>	One OR three years
SBM600 series interactive whiteboards	Two years, advanced replacement Two-way shipping View the <u>warranty</u>	One OR three years
SB800 series interactive whiteboards	Two years, advanced replacement Two-way shipping View the SB800 warranty	FREE additional three years with product registration

# EPSON AMERICA, INC. LIMITED WARRANTY

What Is Covered: Epson America, Inc. ("EPSON") warrants to the first end user customer of the EPSON product enclosed with 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 year from the date of original purchase. EPSON warrants that the EPSON product is manufactured from new components and parts, or in the case of a refurbished unit, may contain refurbished parts that meet the EPSON standard of quality.

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 Customer Care Center. 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. For warranty service, you must provide proof of the original purchase date.

What This Warranty Does Not Cover: This warranty covers only normal use in the United States and Canada. This warranty does not cover damage to the EPSON product caused by parts or supplies not manufactured, distributed or certified by EPSON. This warranty does not cover third party parts, components or peripheral devices added to the EPSON product after its shipment from EPSON, e.g., dealer-added boards, chips or drives. EPSON is not responsible for warranty service should the EPSON label or logo or the rating label or serial number be removed or should the product fail to be properly maintained or fail to function properly as a result of misuse, abuse, improper installation, neglect, improper shipping, damage caused by disasters such as fire, flood, and lightning, improper electrical current, software problems, interaction with non-EPSON products, or service other than by an EPSON Authorized Servicer. Postage, insurance, or shipping costs incurred in presenting your EPSON product for warranty service are your responsibility. If a claimed defect cannot be identified or reproduced in service, you will be held responsible for costs incurred.

THE WARRANTY AND REMEDY PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME LAWS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IF THESE LAWS APPLY, THEN ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED TO THE WARRANTY PERIOD IDENTIFIED ABOVE. UNLESS STATED HEREIN, ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID. NEITHER EPSON AMERICA, INC. NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY LOSS, INCONVENIENCE, OR DAMAGE, INCLUDING DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR INABILITY TO USE THE EPSON PRODUCT, WHETHER RESULTING FROM BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY.

In Canada, warranties include both warranties and conditions.

Some jurisdictions do not allow limitations on how long an implied warranty lasts and some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

To locate the EPSON Authorized Reseller or EPSON Customer Care Center nearest you call:

800-922-8911 or write to:

# **DA-LITE WARRANTY**

# Are Da-Lite products covered under a warranty?

#### LIMITED ONE YEAR WARRANTY ON DA-LITE PRESENTATION PRODUCTS

Milestone AV Technologies LLC warrants certain Da-Lite branded products to the original purchaser only, to be free from defects in materials and workmanship for a period of one (1) year from the date of purchase by the original purchaser; provided they are properly operated according to Da-Lite's instructions and are not damaged due to improper handling or treatment after shipment from the factory.

The following product lines have warranties beyond the standard one year warranty:

- Advantage and Contour five (5) years
- · Class Mate five (5) years
- Polacoat In-Wall Rear Projection ten (10) years
- Viewshare
- o Advantage Screen five (5) years for the Advantage screen
- Camera components three (3) years
   This warranty does not apply to equipment showing evidence of misuse, abuse or accidental damage, or which has been tampered with or repaired by a person other than authorized Da-Lite personnel.

Da-Lite's sole obligation under this warranty shall be to repair or to replace (at Da-Lite's option) the defective part of the merchandise. Returns for service should be made to your Da-Lite dealer. If it is necessary for the dealer to return the screen or part to Da-Lite, transportation expenses to and from Da-Lite are payable by the purchaser and Da-Lite is not responsible for damage in shipment.

To protect yourself against damage or loss in transit, insure the product and prepay all transportation expenses.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO FITNESS FOR USE AND MERCHANTABILITY. Any implied warranties of fitness for use, or merchantability, that may be mandated by statute or rule of law are limited to the one (1) year warranty period. This warranty gives you specific legal rights, and you may also have other rights, which vary from state-to-state. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO LIABILITY IS ASSUMED FOR EXPENSES OR DAMAGES RESULTING FROM INTERRUPTION IN OPERATION OF EQUIPMENT, OR FOR INCIDENTAL, DIRECT, OR CONSEQUENTIAL DAMAGES OF ANY NATURE.

In the event that there is a defect in materials or workmanship of a Da-Lite product, you may contact our Customer Care Specialists at 3100 North Detroit Street, Warsaw, IN 46582, (574) 267-8101, (800) 622-3737.

IMPORTANT: THIS WARRANTY SHALL NOT BE VALID AND DA-LITE BRANDED PRODUCTS SHALL NOT BE BOUND BY THIS WARRANTY IF THE PRODUCT IS NOT OPERATED IN ACCORDANCE WITH THE DA-LITE WRITTEN INSTRUCTIONS.

Keep your sales receipt to prove the date of purchase and your original ownership.



#### **Company Profile**

Established in 1987, Data Projections, Inc. began as a technical communications marketer for Texas-based schools but quickly expanded and enhanced its service offerings to becoming a leader in the audio visual solutions industry. Data Projections and its people call Texas home, with offices in Austin, Dallas, Houston and San Antonio, and its focus will always be on providing advanced collaborative technology solutions and support services for a wide range of clients across businesses and institutions that also call Texas home.

Data Projections offers much more than comprehensive and modern audio visual solutions. We also offer our clients the ability to connect with others, collaborate in innovate ways, and simplify even the most technically complex processes. What we offer is greater efficiency and impact, using the best tools and minds the industry can produce. Our foundation has always been our people, and we invest heavily in them. This approach allows us to craft creative and intuitive solutions that can be scaled to any degree, which is why we are a trusted partner among several Fortune 1000 companies, educational institutions, and governmental facilities.

We aim to provide total support throughout the lifetime of every project, ensuring that our client's needs are met on a daily basis. Our dedication has earned notice and accolades from many in the industry, and why we have been ranked a top 50 integrator for 10 years running by industry organizations.

# **Solutions Offerings**

Data Projections aligns with key partners to bring you the best in quality for your communications application. We offer the following advanced products and solutions:

- Collaboration solutions
- Video conferencing
- Content management
- Infrastructure solutions
- Wireless connect and content share
- Video streaming
- Digital Signage
- Room control
- Building management and scheduling
- Audio video distribution
- Projections systems
- Video walls
- Command and control systems
- Flat panel LCD and LED displays
- Interactive whiteboards & flat panels
- Audio amplification systems
- Multimedia accessories

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#### **Our Customers**

Data Projections' customers range from engineering firms, technology companies and financial services to schools and universities, regional and national distributors of various products and services.

- Whole Foods
- Dropbox
- Studio Movie Grill
- Berkshire Hathaway Automotive
- North Texas Tollway Authority (NTTA)
- Lower Colorado River Authority (LCRA)
- Lockheed Martin
- USAA
- US Army North
- Department of Defense
- Tesoro
- Noble Drilling Services
- GE Power & Water
- City of Corpus Christi
- Bank of San Antonio
- Security Services Federal Credit Union (SSFCU)
- Randolph Brooks Federal Credit Union (RBFCU)
- Advanced Micro Devices (AMD)
- Sirius Computer Solutions
- Mission Pharmacal

- Houston Independent School District
- Katy Independent School District
- Lake Travis Independent School District
- Eanes Independent School District
- Lubbock Independent School District
- San Antonio Independent School District
- Alamo Community College District
- Stephen F. Austin University
- University of Dallas
- University of Houston
- Prairie View A&M
- Texas A&M University Corpus Christi
- Texas A&M University Kingsville
- Texas A&M International
- Texas Tech University
- Texas Tech Health Science Center El Paso
- The University of Texas El Paso
- University of Texas Health Science Center – San Antonio
- University of Texas System



# **Corporate Executive Officers**

# Matthew Zaleski, President

Matthew Zaleski has been involved in the A/V industry for over 25 years, and his family has been involved for much longer. As President, he oversees every aspect of the company, including maintaining relationships with partners and manufacturers. Under his guidance, Data Projections has cemented its position as a leader in the A/V integrator industry, especially in Texas.

# Robby Turner, Executive Vice President of Sales and Marketing

Robby Turner began his career at Data Projections in 1997, leading the growth of communications and collaborative technology within the south and central Texas regions. As the Executive Vice President of Sales and Marketing, he is responsible for communicating Data Projections' message to clients and partners alike. Robby is responsible for working with a talented team to ensure the company remains at the top of the field as a market leader in Texas.

# **Megan Stasio, Vice President of Operations**

Megan Stasio joined Data Projections in 2010, primarily responsible for the administration, coordination and evaluation of human resource and organizational development functions. Now taking on the role of Vice President of Operations, she oversees the implementation and management of company goals and objectives while maximizing the highest level of customer service through organizational structure and procedure management. Megan plays an essential role as someone who is always reviewing the company's processes and challenges Data Projections to always improve on its already high standards.

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# **Office Locations and Technical Support Staff**

Data Projections' audio visual expertise and project success has allowed for continued growth of our Texas offices in the cities of Austin, Dallas, Houston and San Antonio. Data Projections continues to innovate and lead the way in expert engineering and design, support services, cost reduction and technology education.

Data Projections does not outsource or subcontract any of the work involved with our projects unless requested by our clients and are; therefore, able to provide our clients with ongoing expert support and project management. We have the *local team and staff* to support the requirements set forth by your company.

#### **Houston**

Corporate Headquarters 3700 W. Sam Houston Parkway S., Suite 525

Houston, Texas 77042 Voice: 713.781.1999 Fax: 713.781.3338

Toll Free: 866.CALL.DPI (225.5374)
President: Matthew Zaleski

#### **Dallas**

14452 West Beltwood Parkway

Dallas, Texas 75244 Voice: 972.386.7686 Fax: 972.386.7685

Toll Free: 866.CALL.DPI (225.5374)
Executive Vice President: Robby Turner

#### **Austin**

4616 W. Howard Lane

Suite 140

Austin, TX 78728 Voice: 512.420.8856 Fax: 512.420.9185

Toll Free: 866.CALL.DPI (225.5374) Regional Vice President: <u>Kris Begnaud</u>

#### San Antonio

16120 College Oak

Suite 107

San Antonio, Texas 78249 Voice: 210.408.2860 Fax: 210.408.4598

Toll Free: 866.CALL.DPI (225.5374)
Regional Vice President: Kris Begnaud



#### **Local Project Team**

A Data Projections project team consists of the following key personnel which would be in charge of overseeing various aspects of a job through completion. Data Projections enforces employees to continually grow in their knowledge and skills in the audio/visual industry to ensure our clients' a professional team that will handle their project with the utmost customer service.

#### **Designer**

CTS

Three to five years+ hands on experience in installations
Extensive knowledge of drawing software such as CAD, Visio and StarDraw

The designer is an integral piece of the overall project. The designer will conduct a needs analysis for the client and outline the equipment needed to complete the installation from projectors to multiroom conference rooms, video conferencing facilities and distance learning labs. The designer works closely with the sales team to assist with product selection and transfer the anticipated audio/visual solution to detailed drawings for the installation team to follow during integration. The designer is responsible for maintaining up-to-date knowledge of product specifications and compatibility and completion of manufacturer and industry specific training.

# **Project Manager**

#### CTS or CTS-I certified/PMP

Additional certifications include Extron, VBrick, Polycom, and other manufacturer specific trainings.

The project manager is in charge of overseeing the installation process from initial meeting of client to close out of job. They can serve a dual role as lead technician at some of our office locations. The project manager coordinates initial scheduling and assignment of installation technicians as well as interfacing directly with general contractor or on-site contact to ensure all needs are managed and fulfilled. The project manager will oversee the entire defined work schedule, budget and team responsibilities. The project manager will conduct regular on-site job inspections and help with the installation as needed. During the last stages of a job, the project manager is in charge of testing and closing out a project and reviewing the approved job outline to make sure all items have been meet.

#### **Lead Technicians**

#### CTS and CTS-I certified

The lead technician will manage the on-site project team and oversee the entire project. The lead technician will work closely with or have the dual role as the project manager. It is the lead technician's responsibility to ensure the project team is in compliance with all regulations and industry standards and that any additional specifications provided by the client are adhered to.

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# **Programmer**

#### CTS certified

Three years + experience in field programming of A/V products Completion of intensive training/certification in AMX, Crestron, and other control system software

The programmer maintains a high level of technical expertise to assess the client's needs and integrate them into the A/V communications system by writing code for audio, video and other programmable integrated control systems. The programmer is responsible for creating and integrating custom touch panel designs that will provide an easy-to-use access point for all integrated systems. The programmer has knowledge in technical specifications and system testing as well as analytical and logical skills for trouble shooting and problem solving.

# **Technical Support**

#### CTS certified

Additional certifications such as CTS-I and CVE
Three to five years + technical troubleshooting experience

Data Projections provides service maintenance options to best suit each client's unique needs. The responsibility of the technical support team is to provide assistance to our clients to ensure their audio/visual equipment maintains its longevity through regular maintenance. It is their responsibility to maintain intricate detailed knowledge of equipment and compatibility among product lines by working directly with manufacturer technical support and to achieve complete knowledge of products for troubleshooting and equipment diagnostic purposes.

#### **Level 2 Technicians**

CTS certified

Level 2 technicians work directly with the lead technician to install and integrate the A/V systems for all projects and ultimately are responsibility for making sure that the project is functioning properly and meets the needs of our clients. Level 2 technicians go through various industry and Data Projections standards and safety training.

All CTS certification levels require an additional 30 hours of educational units over the course of 3 years.

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# **Data Projections' Awards & Recognitions**

Data Projections has earned top sales honors from several leading manufacturers and has been honored by local, regional and national business publications for its impressive growth and service. These awards include:

- Working Woman magazine's Top 500 Women-Owned Businesses
- One of Houston's 100 Fastest Growing Private Companies
- Houston Business Journal's Top 50 Woman-Owned Businesses
- Blue Chip Enterprise Initiative Award
- Women's Enterprise magazine's (WE) Top Women-Owned Firms in Texas
- Ernst & Young's Entrepreneur of the Year

Other distinguished recognitions Data Projections has earned include:

- 2015 Systems Contractor News Top 50 Systems Integrators in the US and Canada
- 2014 Systems Contractor News Top 50 Systems Integrators in the US and Canada
- 2013 Systems Contractor News Top 50 Systems Integrators in the US and Canada
- 2012—Houston Business Journal Houston's Fast 100 List
- 2012—Houston Business Journal Houston's Fast Tech 50 List #41
- 2012—Houston Business Journal Largest Technology Employers List #22
- 2012—Infocomm AVSP Diamond Level Designation (since 2008)
- 2011—Service Contractor News' Top 50 List (since 2009)
- 2009—Panasonic Outstanding Sales Achievement, Highest Volume Large Format 85" and 103"
- 2008—**Texas Distance Learning Association**, Gold Partner Certificate of Recognition and Outstanding Corporate Commitment to Service Award
- 2005—SMART Technologies Dealer of Distinction Award (2000, 2001,2002,2003,2004 recipient as well)
- 2002—*Houston Business Journal* Top 50 Woman-Owned Businesses (2001, 2000, 1999, 1998, 1997, 1996 and 1995 recipient as well)
- 2002—Women's Enterprise Magazine (WE) Top Women-Owned Firms in Texas (2001, 2000, 1999, 1996 recipient as well)
- 2001-2002—Texas Computer Education Association Friend of Education
- 2001—Working Woman magazine's Top 500 Women-Owned Businesses (2000, 1999, 1998 recipient as well)
- 2000—Top 10 Finalist Woman Business Owner of the Year,

Greater Houston Chapter of the National Organization of Women Business Owners (NAWBO) (1999 finalist as well)

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# **Special Mentions**

#### **Top 50 AV Integrator by Service Contractor News**



Data Projections is the only Houston-based audio visual integrator named to *Service Contractor News'* 2009, 2010, 2011, 2012, 2013, 2014 and 2015. Top 50 List for systems integrators in the U.S. and Canada. The list is a compilation of audio visual integrators, ranked by projected systems integration revenue, that have shown business stability and growth. Data Projections is ranked at number 32 for 2015.







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