

TIPS VENDOR AGREEMENT

Between Data Projections, Inc and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

171001 Audio Visual Equipment, Supplies and Services

General Information

The Vendor Agreement ("Agreement") 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 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement 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.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the Solicitation (RFP, RCSP, RFQ) as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, 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. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS.

Definitions

PURCHASE ORDER is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums or deleted from the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are examples of possible addenda.

Terms and Conditions

Freight

If applicable, all quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Shipping, delivery or freight charges shall be passed through at cost to the TIPS Member.

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.)

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to all applicable statutes and codes.

Agreements for purchase will normally be put into effect by means of a purchase order(s) or other similar document or contract executed by authorized agent(s) of the purchasing TIPS Member.

Davis Bacon Act requirements will be met for construction and/or repair of buildings unless otherwise agreed with the TIPS Member.

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 Agreements

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

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

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 TIPS under a TIPS Agreement.
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 Agreement.

Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for additional one (1) consecutive year as provided in the related solicitation as specified on page one of this agreement. Total term of Agreement can be up to the number of years provided in the solicitation. The renewal option for the one additional year is at the agreement of the parties.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

NO AGREEMENT FOR GOODS OR SERVICES WITH A TIPS MEMBER BY THE AWARDED VENDOR NAMED IN THIS AGREEMENT THAT RESULTS FROM THE SOLICITATION AWARD NAMED IN THIS AGREEMENT, MAY INCORPORATE AN AUTOMATIC RENEWAL CLAUSE WITH WHICH THE TIPS MEMBER MUST COMPLY. ALL RENEWAL TERMS INCORPORATED IN AN AGREEMENT BY THE VENDOR WITH THE TIPS MEMBER SHALL ONLY BE VALID AND ENFORCEABLE WHEN THE VENDOR RECEIVES WRITTEN CONFIRMATION BY PURCHASE ORDER OR EXECUTED AGREEMENT ISSUED BY THE TIPS MEMBER FOR ANY RENEWAL PERIOD. THE PURPOSE OF THIS CLAUSE IS TO AVOID A TIPS MEMBER INADVERTENTLY RENEWING AN AGREEMENT DURING A PERIOD IN WHICH THE GOVERNING BODY OF THE TIPS MEMBER HAS NOT PROPERLY APPROPRIATED AND BUDGETED THE FUNDS TO SATISFY THE AGREEMENT RENEWAL. THIS TERM IS NOT NEGOTIABLE AND ANY AGREEMENT BETWEEN A TIPS MEMBER AND A TIPS AWARDED VENDOR WITH AN AUTOMATIC RENEWAL CLAUSE THAT CONFLICTS WITH THESE TERMS IS RENDERED VOID AND UNENFORCEABLE AS TO THE AUTOMATIC RENEWAL CLAUSE.

Shipments (If Applicable)

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the TIPS Member as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the TIPS Member may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or, if applicable, the vendor assigned dealer shall submit invoices, to the TIPS Member. Each invoice shall include the TIPS Member's purchase order number. The shipment

tracking number or pertinent information for verification of TIPS Member 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 or the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer as agreed by the TIPS Member.

Pricing

The Vendor agrees to provide pricing to TIPS and TIPS Member entities that is at least equal to the lowest pricing available from the vendor to like cooperative purchasing customers in like situations and the pricing shall remain so throughout the duration of the Agreement.

All pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing, to be remitted to TIPS by the Vendor. Vendor shall not show adding the fee to the invoice presented to TIPS Member customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Fees for this award are 2%.

Vendor or vendor assigned dealer agrees to pay TIPS on a monthly scheduled report the participation fee for all Agreement sales to TIPS Members utilizing a TIPS awarded contract. 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 records of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

- 2. Indemnity for Personality Agreements.** 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 Agreement or sales made to TIPS Members under this agreement, 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, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

2. **Indemnity for Performance Agreements.** 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 Agreement, 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, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

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

Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of agreed pricing/product on a purchase order from a TIPS Member pursuant to this Agreement occurs, TIPS shall be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "TIPS Agreement Number". 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 otherwise).

Supplemental Agreements

The TIPS Member 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 Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement 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.

INDEMNITY UNDER A SUPPLEMENTAL AGREEMENT:

ANY SUPPLEMENTAL AGREEMENT BETWEEN THE TIPS OR A TIPS MEMBER AND THE VENDOR THAT REQUIRES TIPS OR THE TIPS MEMBER TO INDEMNIFY ANY OTHER PARTY, EXCEPT TO THE EXTENT PERMITTED BY THE APPLICABLE CONSTITUTION, LAWS OR REGULATIONS OF THE JURISDICTION OF THE LOCATION OF THE TIPS MEMBER OR THE LOCATION OF THE PERFORMANCE OF THE CONTRACT UNDER THIS AGREEMENT, IS NOT PERMITTED UNDER THIS AGREEMENT AND RENDERS THE INDEMNITY REQUIREMENT NULL AND VOID AS IT APPLIES TO TIPS OR THE TIPS MEMBER'S RESPONSIBILITY TO INDEMNIFY ANY PARTY.

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 Agreement. TIPS reserves the right to stop work and/or cancel Agreement 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 Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject assignment of this agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (Only 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 Agreement 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 TIPS Member clearly stating "Per TIPS Agreement". The shipment tracking number or other applicable pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within the TIPS website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS and approval of which, shall not be unreasonably withheld by TIPS.

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 Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded Agreement 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 Agreement. 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 three (3) years 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. TIPS shall bear the cost of such audit requested by TIPS, but all documents maintained by the vendor shall be produced and made available to TIPS or its agents at no cost.

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.

Acceptance of work by TIPS Member

When a Vendor performs services for a TIPS Member, the TIPS Member will inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will request any corrective actions that are required. Upon completion of these actions and not before, the TIPS Member will be obligated to compensate the Vendor as agreed.

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.

Bonding

Only when applicable, performance bonds and payment bonds will be required on construction or labor required jobs. 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 or Agreement.

Incorporation of Solicitation

The TIPS Solicitation, Request for Proposals, Request for Qualifications or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

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 and/or an Agreement 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 Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

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 Agreement 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 Construction Projects (when applicable)

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.

Special Terms and Conditions

It is the intent of TIPS to Agreement 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.

NEW STATUTORY REQUIREMENT EFFETIVE SEPTEMBER 1, 2017.

You certify that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

- **Agreements:** All orders made by TIPS Members to the awarded vendor must be emailed to TIPS at tips@tips-usa.com. Should a TIPS Member send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three (3) business days and confirm its receipt with TIPS.
- **Promotion of Agreement:** 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 Agreement is a breach of this agreement terms and conditions and will result in termination and rescission of this agreement and removal of the Vendor from the TIPS Program.
- **Daily Order Confirmation:** All Agreement 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 two (2) business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS Agreement catalog website, then any updated pricing must be posted by 1st of each month. Any increase in a "catalog" price, as defined herein, is not effective until it is published in the vendor's "catalog" as defined herein.
- **Back Ordered Products:** If product is not expected to ship within 7 business days, customer is to be notified within 24 hours of order receipt and appropriate action taken based on customer request.

Page 11 of 11 will be the TIPS Vendor Agreement Signature Page

Addendum #4 RFP 171001 Audio Visual Equipment, Supplies and Services

TIPS Admin Fee schedule for this RFP has been changed and is now 1% on all sales under the contract for goods AND services.

TIPS Vendor Agreement Signature Form

RFP 171001 Audio Visual Equipment, Supplies and Services

Company Name Data Projections, Inc

Address 3700 W. Sam Houston Pkwy S. #525

City Houston State TX Zip 77042

Phone (7)781-1999 Fax (7)781-3338

Email of Authorized Representative mstasio@dataprojections.com

Name of Authorized Representative Megan Stasio

Title VP of Operations

Signature of Authorized Representative Megan Stasio

Date 11.9.2017

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature Meredith Barton

Approved by ESC Region 8 David Wayne Fitts

Date 12/15/17

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689	Department		Department
Fax		Building		Building
Bid Number	171001 Addendum 4	Floor/Room		Floor/Room
Title	Audio Visual Equipment, Supplies and Services	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	10/5/2017 08:00 AM (CT)	Email	bids@tips-usa.com	Email
Close Date	11/27/2017 03:00:00 PM (CT)			

Supplier Information

Company Data Projections Inc.
 Address 3700 W. Sam Houston Pkwy S
 Suite 525
 Houston, TX 77042

Contact
 Department
 Building
 Floor/Room
 Telephone (713) 781-1999
 Fax (713) 781-3338
 Email
 Submitted 11/9/2017 02:09:54 PM (CT)
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Jessica Greening

Email jgreening@dataprojections.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Date	Subject	Message
10/30/17	Anticipated Schedule of Award or Related Events	The Anticipated Schedule of Award or Related Events addendum reflected a January 2017 award date and is hereby corrected to change from January xx, 2017 to 2018.

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. 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)	
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.)	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 become a leading audio visual systems designer and integrator providing advanced collaborative technology solutions and support services for a wide range of clients across the educational, governmental and corporate environments. For companies looking to connect with customers, employees and key stakeholders, Data Projections provides intelligently designed communications environments for control rooms, corporate board rooms, training sites, classrooms and other multi-media environments. Our market knowledge combined with a dedication to simplicity help us provide the most reliable audio visual communications systems for our customers. Our support and training services, industry partnerships and engineering expertise enable us to provide products and services that keep you simply connected.

6	Primary Contact Name	Primary Contact Name	ROBBY TURNER
7	Primary Contact Title	Primary Contact Title	VP OF SALES AND 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	210-408-4598
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.	ACCOUNTS RECEIVABLE
19	Admin Fee Contact Email	Admin Fee Contact Email	ACCOUNTSRECEIVABLE@DATAPROJECT
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.	713-781-3338
22	Purchase Order Contact Email	Purchase Order Contact Email	DPIEDSALESTEAM@DATAPROJECTIONS.
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 PARKWAY S. # 525
27	Primary Address City	Primary Address City	HOUSTON
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TEXAS
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.)	AUDIO VISUAL EQUIPMENT, AUDIO TECHNOLOGY, CLEVERTOUCH, SMART, FRONTROW, DISPLAYS, INTERACTIVE FLAT PANEL, INTERACTIVE WHITE BOARDS, PROJECTOR
31	Yes - No	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas?	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?	TEXAS
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) 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 or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS 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."	(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?	No

38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)
40	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	0%
41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	No
44	Start Time	Average start time after receipt of customer order is ____ working days?	10
45	Years Experience	Company years experience in this category?	30
46	Resellers:	Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller. (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
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes

49 NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

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

50 Texas HB 89- Texas Government code §2270 compliance

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq. YES

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8.

FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL.

I swear and affirm that the above is true and correct by a "YES" response.

- 51 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 No
- You may find the Blank CIQ form on our website at:
- Copy and Paste the following link into a new browser or tab:
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 52 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here? No
- 53 Regulatory Standing 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, please explain in the next attribute question. Yes
- 54 Regulatory Standing Regulatory Standing explanation of no answer on previous question.
- 55 Antitrust Certification Statements (Tex. Government Code § 2155.005) By submission of this bid or proposal, the Bidder certifies that: (No Response Required)
- 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;
 - (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.

Instructions for Certification:

(No Response Required)

1. By agreeing to the Attribute question #56, the vendor and prospective lower tier participant is providing the certification set out herein 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 erroneous when submitted or has become erroneous 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.

57 Suspension or Debarment Certification

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.

By submitting this offer and certifying this section, this bidder:
Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

58 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the 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, audiotope, 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) All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your

proposal non-responsive and it will not be considered. 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 and all other applicable laws and regulations.

59 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

(No Response Required)

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

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

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.

60 2 CFR PART 200 Contracts

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members 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

61 2 CFR PART 200 Termination

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members 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. ESC Region 8 and TIPS Members 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 ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
Does vendor agree?

Yes

62	2 CFR PART 200 Clean Air Act	<p>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).</p> <p>Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
63	2 CFR PART 200 Byrd Anti-Lobbying Amendment	<p>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.</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.</p> <p>Does vendor agree?</p>	Yes
64	2 CFR PART 200 Federal Rule	<p>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)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members 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).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes

65	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with</p> <p>maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes
66	Indemnification	<p>The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from</p> <p>indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as</p> <p>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</p> <p>any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently</p> <p>performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on</p> <p>behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in</p> <p>the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to</p> <p>indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated</p> <p>damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified</p> <p>with "to the extent permitted by the Constitution and laws of State of Texas."</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree</p> <p>to these terms?</p>	Yes

67	Remedies	<p>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.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
68	Remedies Explanation of No Answer		
69	Choice of Law	<p>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.</p> <p>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?</p>	Yes
70	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS 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. Venue clauses in contracts with TIPS members may be determined by the parties.</p>	Yes

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?

- 71 Alternative Dispute Resolution Yes, I Agree
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 nonbinding 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?
- 72 Alternative Dispute Resolution Explanation of No Answer
- 73 Infringement(s) Yes, I Agree
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 attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.
Do you agree to these terms?
- 74 Infringement(s) Explanation of No Answer
- 75 Acts or Omissions Yes, I Agree
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.
Do you agree to these terms?
- 76 Acts or Omissions Explanation of No Answer
- 77 Contract Governance Yes
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.

78 Payment Terms and Funding Out Clause

Payment Terms:

Yes

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) 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?

79 Insurance and Fingerprint Requirements Information

Insurance

(No Response Required)

If applicable and your staff will be on TIPS member 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.

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 or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

80 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.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, 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 covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. 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.

Some

81 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

82	Solicitation Exceptions/Deviations Explanation	<p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>	
83	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
84	Agreement Exceptions/Deviations Explanation	<p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>	
85	Texas Business and Commerce Code § 272 Requirements as of 9-1-2017	<p>SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.</p>	(No Response Required)

Line Items

Response Total: \$0.00

REFERENCES

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. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
HOUSTON ISD	SCOTT GILHOUSEN	SGILHOUS@HOUSTONISD.ORG	713-556-6885
KATY ISD	JOE CHRISTOFFERSEN	JOSEPHCHRISTOFFERSEN@KATYISD.ORG	281-396-2388
LAMAR CISD	CHRIS NILSSON	CNILSSON@LCISD.ORG	832-223-0206
LAKE TRAVIS ISD	RYAN PETRU	PETRUR@LTISDSCHOOLS.ORG	512-533-5807
EANES ISD	CARL HOOKER	CHOOKER@EANESISD.NET	512-732-9000
PRAIRIE VIEW A&M	RODNEY MOORE	RVMOORE@PVAMU.EDU	936-261-9311
TEXAS A&M - KINGSVILLE	MICHELLE DURAN, PH.D.		361-593-5501
TEXAS A&M INTERNATIONAL	D. PATRICIA ABREGO	PABREGO@TAMU.EDU	956-326-2302
DALLAS COUNTY COMMUNITY COLLEGE	MICHAEL C. JOHNSON	MCJOHNSON@DCCCD.EDU	214-860-2166

Resellers - Dealers**Optional - For proposers with resellers**

This resellers document is for proposers to list any other companies that resell their products.

Only list resellers of your products that are located in the US or Canada.

Example: If a furniture manufacturer were responding to our RFP, then the furniture manufacturer would list on the resellers list sheet the furniture dealers that carry their products.

Reseller/Dealer Name	Address	City	State	Zip	Contact Name	Contact Email	Contact Phone	Company Website
EPSON	3840 KILROY AIRPORT WAY	LONG BEACH	CA	90806	JON ERMAL	JON.ERMAL@EA.EPSON.COM	832-264-4430	WWW.EPSON.COM
EPSON	3840 KILROY AIRPORT WAY	LONG BEACH	CA	90806	GARY SIDDONS	GARY.SIDDONS@EA.EPSON.COM	512-554-4084	WWW.EPSON.COM
SMART	3636 RESEARCH ROAD NW	CALGARY	AB	T2L1Y1	BOBBY HARTZOG	BOBBYHARTZOG@SMARTTECH.COM	832-846-9144	WWW.SMARTTECH.COM
NEC	4939 W. RAY ROAD, STE. # 4127	CHANDLER	AZ	85226	DALE WAIT	DWAIT@NECDISPLAY.COM	480-656-5850	WWW.NEC.COM
CLEVERTOUCH	3700 W. SAM HOUSTON PKWY S., STE # 525	HOUSTON	TX	77042	BOBBY CLARK	BCLARK@DATAPROJECTIONS.COM	832-942-2129	WWW.CLEVERTOUCH.COM
BENQ	5741 LEGACY DRIVE, STE # 320	PLANO	TX	75024	WAIS HAIKAL	WAIS.HAIKAL@BENQ.COM	714-550-4998	WWW.BENQ.COM
SAMSUNG	923 HEATHERGLEN CT.	HIGHLAND VILLAGE	TX	75077	DAVE HUTTON	D.HUTTON@SEA.SAMSUNG.COM	972-317-1053	WWW.SAMSUNG.COM
CHIEF	6436 CITY WEST PKWY	EDEN PRAIRIE	MN	55344	STEPHEN FRAZEE	STEPHEN.FRAZEE@MILESTONE.COM	817-701-5254	WWW.MILESTONE.COM
FRONTROW	1690 CORPORATE CIRCLE	PETALUMA	CA	94954	LESLIE MALLORY	LLMA@GOFRONTROW.COM	832-262-5764	WWW.GOFRONTROW.COM
FRONTROW	1690 CORPORATE CIRCLE	PETALUMA	CA	94954	BRAD BALABAN	BDBA@GOFRONTROW.COM	817-357-0807	WWW.GOFRONTROW.COM
POLYCOM	7700 W. PARMER LN, BLDG C, STE. # 100	AUSTIN	TX	78729	GEOFF ASTILL	GEOFF.ASTILL@POLYCOM.COM	408-719-5170	WWW.POLYCOM.COM
DISCOVER VIDEO	101 NORTH PLAINS INDUSTRIAL RD	WALLINGFORD	CT	06492	PAT CASSELLA	PATC@DISCOVERVIDEO.COM	203-980-6928	WWW.DISCOVERVIDEO.COM
DA-LITE	6436 CITY WEST PKWY	EDEN PRAIRIE	MN	55344	DAVID SWEENEY	DAVID.SWEENEY@MILESTONE.COM	832-260-6370	WWW.MILESTONE.COM
CRESTRON	1200 LAKESIDE PKWY, STE. # 250	FLOWER MOUND	TX	75028	CATHERINE BELL	CBELL@CRESTRON.COM	972-639-6242	WWW.CRESTRON.COM
HYPERSIGN	104 N. DANIEL MORGAN AVE., STE # 300	SPARTANBURG	SC	29306	CORRIE BRANNON	CORRIE@HYPERSIGN.COM	864-735-0710	WWW.HYPERSIGN.COM

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

Name/Address of Organization

Megan Stasio
VP of Operations

Name/Title of Submitting Official

Megan Stasio
Signature

11.9.2017
Date

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

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.

Official: Data Projections, Inc
Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: _____

OR

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: Megan Stasi

OR

C. My 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): _____

You may attach another sheet

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, Data Projections, Inc. certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)


named as OFFERER herein above; that

Megan Stasio
(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

VP of Operations
(Title/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 if available

Megan Stasio
SIGNATURE

11.9.2017
DATE

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

The Education Service Center Region 8 and 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.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (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;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (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
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Data Projections, Inc.

Print name of authorized representative Megan Stasio

Signature of authorized representative Megan Stasio

Date 11.9.2017

Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I, Megan Stasio as an authorized representative of
Data Projections, Inc, a contractor/vendor
Insert Name of Company

engaged by

ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

Megan Stasio
Signature of Named Authorized Company Representative

11.9.2017
Date

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 then scan, name "CONFIDENTIAL" 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.) 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 DO NOT 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. The attached 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

ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

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.

Data Projections

Name of company expressly waiving confidential status of material

Megan Stasio VPOPERATIONS, Megan Stasio

Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

3700W SAM HOUSTON PKWYS Houston TX 77072 713-781-1999
Address City State ZIP Phone



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative bullders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

-- Agency Special Instructions/Additional Requirements --

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

Data Projections is pleased to include the enclosed HUB Subcontracting Plan as part of our written response submitted in connection with The Interlocal Purchasing System (TIPS) Procurement Solicitation Document.

We agree to abide by the federal regulations in the forms contained within this solicitation related to underutilized businesses in our subcontracting practices.

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: Data Projections State of Texas VID #: 760326022
 Point of Contact: Megan Stasio Phone #: 713-344-9838
 E-mail Address: mstasio@dataprojections.com Fax #: 713-781-3338

b. Is your company a State of Texas certified HUB? - Yes - No

c. Requisition #: The Interlocal Purchasing System Region 8 Education Service Center Bid Open Date: 10/05/2017

(mm/dd/yyyy)

Enter your company's name here: Data Projections

Requisition #: _____

The Interlocal Purchasing System Region 8 E

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including contracted staffing, goods and services will be subcontracted. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b of this SECTION and continue to Item c of this SECTION.)
- No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1	Please see itemized excel spreadsheet for all options	%	%	%
2	The percentage is unknown at this time	%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/foms.php>).

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a continuous contract* in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Data Projections

Requisition #: The Interlocal Purchasing System Region 8 Education

SECTION 2 RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16	This will vary per project, per contract, per customer	%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

**Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: Data Projections

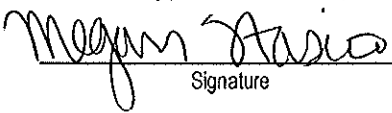
Requisition #: The Interlocal Purchasing System Region 8 Ed

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

	Megan Stasio	VP Operations	11/09/2017
Signature	Printed Name	Title	Date <small>(mm/dd/yyyy)</small>

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method A (Attachment A)

Rev. 10/16

Enter your company's name here: Data Projections

Requisition #: _____ The Interlocal Purchasing System Region 8 Educ

IMPORTANT: If you responded "Yes" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB <input type="checkbox"/> - Yes <input type="checkbox"/> - No	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
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	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: Data Projections

Requisition #: The Interlocal Purchasing System Region 8 Ed. 06

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs **at least seven (7) working days** to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/passcmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID <small>(Do not enter Social Security Numbers.)</small>	Date Notice Sent <small>(mm/dd/yyyy)</small>	Did the HUB Respond?
We have offices throughout the state. We are unable to solicit MWBE subcontracting opportunities			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
without having specific details about the location and project/contract			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
requirements.			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers **in Texas** to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers **at least seven (7) working days** prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.
- d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent <small>(mm/dd/yyyy)</small>	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: Data Projections

Requisition #: The Intercal Purchasing System Region 8 Ed

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HUB Subcontracting Opportunity Notification Form

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In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

SECTION A: PRIME CONTRACTOR'S INFORMATION	
Company Name: <u>Data Projections</u>	State of Texas VID #: <u>760326022</u>
Point-of-Contact: <u>Megan Stasio</u>	Phone #: <u>713-344-9838</u>
E-mail Address: <u>mstasio@dataprojections.com</u>	Fax #: <u>713-781-3338</u>
SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION	
Agency Name: <u>The Interlocal Purchasing System</u>	Phone #: <u>866-839-8477</u>
Point-of-Contact: _____	Bid Open Date: <u>10/05/2017</u> <small>(mm/dd/yyyy)</small>
Requisition #: <u>The Interlocal Purchasing System Region 8 Education Service Center</u>	
SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION	
1. Potential Subcontractor's Bid Response Due Date:	
If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,	
we must receive your bid response no later than _____ on _____	
Central Time Date (mm/dd/yyyy)	
<i>In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).</i>	
<i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i>	
2. Subcontracting Opportunity Scope of Work:	
Unknown at this time.	
3. Required Qualifications: <input type="checkbox"/> - Not Applicable	
We agree to abide by the federal regulations in the forms contained within this solicitation related to underutilized businesses in our subcontracting practices.	
4. Bonding/Insurance Requirements: <input checked="" type="checkbox"/> - Not Applicable	
5. Location to review plans/specifications: <input checked="" type="checkbox"/> - Not Applicable	

EPSON America, Inc. Limited Warranty

EPSON America, Inc. Limited Warranty

What Is Covered: Epson America, Inc. ("Epson") warrants to the original retail purchaser that the EPSON product covered by this limited warranty statement, if purchased new and used in the United States or Canada, conforms to the manufacturer's specifications and will be free from defects in workmanship and materials for a period of one (1) year from the date of original purchase. Epson also warrants that the consumable ink cartridges enclosed with the product will perform to the manufacturer's specified usage, which usage may expire before the expiration of the limited warranty for the EPSON product. For warranty service, you must provide proof of the date of original purchase.

What Epson Will Do To Correct Problems: Should your EPSON product prove defective during the warranty period, please call the EPSON ConnectionSM at (562) 276-4382 (U.S.) or (905) 709-3839 (Canada) for warranty repair instructions and return authorization. An Epson service technician will provide telephone diagnostic service to determine whether the product requires service. If service is needed, Epson will, at its option, exchange or repair the product without charge for parts or labor. If Epson authorizes an exchange for the defective unit, Epson will ship a replacement product to you, freight prepaid, so long as you use an address in Canada or the U.S. (excluding Puerto Rico and U.S. Possessions). Shipments to other locations will be made freight collect. You are responsible for securely packaging the defective unit and returning it to Epson within five (5) working days of receipt of the replacement. Epson requires a debit or a credit card number to secure the cost of the replacement product in the event that you fail to return the defective one. If your product is being repaired, Epson will direct you to send your product to Epson or its authorized service center, where the product will be fixed and sent back to you. You are responsible for packing the product and for all costs to and from the Epson authorized service center. When warranty service involves the exchange of the product or a part, the item replaced becomes Epson property. The replacement product or part may be new or refurbished to the Epson standard of quality, and, at Epson's option, may be another model of like kind and quality. Epson's liability for replacement of the covered product will not exceed the original retail selling price of the covered product. Exchange products and parts assume the remaining warranty period of your original product covered by this limited warranty.

What This Warranty Does Not Cover: This warranty does not apply to refurbished or reconditioned products. This warranty covers only normal use in the United States and Canada. This warranty is not transferable. This warranty does not cover any color change or fading of prints or reimbursement of materials or services required for reprinting. 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 ribbons, ink cartridges or third party parts, components, or peripheral devices added to the EPSON product after its shipment from Epson, e.g., dealer or user-added boards or components. 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. If a claimed defect cannot be identified or reproduced, you will be held responsible for the 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, NON-INFRINGEMENT 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 STATEMENT OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID. EXCEPT AS PROVIDED IN THIS WRITTEN WARRANTY, 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 have other rights which vary from jurisdiction to jurisdiction.

Epson America, Inc. ■ P.O. Box 93012 ■ Long Beach, CA 90809-3012

Warranty Summary



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

Product	5 year warranty	2-5 year warranty	3 year warranty	2 year warranty	1 year warranty
<ul style="list-style-type: none"> SMART Document Camera™ 					
<ul style="list-style-type: none"> V280 and 500, 600 and 800 series front projection SMART Board® Interactive Whiteboards ^{Note 1} 					
<ul style="list-style-type: none"> SMART V30 projector ^{Note 2} SMART UF55 or UF55w projector ^{Note 3} SMART UX60 projector ^{Note 3} SMART UF65 or UF65w projector ^{Note 3} SMART UF75 or UF75w projector ^{Note 3} SMART UX80 projector ^{Note 3} LightRaise™ interactive projectors ^{Note 3} SMART UF70 or UF70w projector ^{Note 3} 					
<ul style="list-style-type: none"> M600 and 400 series front projection SMART Board interactive whiteboards SMART Board Interactive displays SMART Table® Interactive learning center ^{Note 3} SMART V25 projector ^{Note 4} SMART Slate™ wireless slate ^{Note 5} SMART Hub™ collaboration platform SMART Response™ interactive response system SMART Audio CAS-340 classroom amplification system ^{Note 6} SMART Podium™ interactive pen display Appliance HAWM-UX/UF height-adjustable wall mount FS-UX floor stand 					
<ul style="list-style-type: none"> SMART kapp iQ™ SMART kapp iQ™ appliance for SMART Board 6000 series Service repair parts Optional accessories including room control modules, wireless serial or USB connections, floor stands, speakers, cables, USB adapters and keyboards 					

NOTES

- The duration of the Warranty (the "Warranty Period"), commencing on the date of new purchase, is five years upon registration of the serial number of the Equipment. If the Equipment is not registered by the Purchaser within two years of the date of new purchase, the Warranty Period shall be two years.
- Projector lamps (used under normal projector operating conditions, not in excess of 8 hours per day and 260 days per year) are covered by warranty for 3000 hours or three years, whichever comes first.
- Projector lamps (used under normal projector operating conditions, not in excess of 8 hours per day and 260 days per year) are covered by warranty for 1000 hours or one year, whichever comes first.
- Originally fitted projector lamps (used under normal projector operating conditions, not in excess of 8 hours per day and 260 days per year) are covered by warranty for two years.
- Fully discharged SMART Slate wireless slate lithium ion (Li-Ion) batteries are not covered by warranty.
- The limited warranty for lithium ion microphone batteries is one year.
- The limited warranty terms may differ by region.

Warranty Service – Multimedia Projectors

Whenever possible NEC Display attempts to repair defective projectors rather than replace them. During the first year of ownership of your projector, you may utilize our InstaCare warranty coverage program. This program offers your choice of 3 business day repairs or next business day exchange of your projector. Our Technical Service representatives are available Monday – Friday (7:00 am – 7:00 pm CT). We can also be reached via chat or via email at pjtechsupport@necdisplay.com.

Service DOA:

On a rare occasion, a newly purchased NEC Display Solutions projector is delivered in non-working order. We work diligently to avoid these situations but, unfortunately, these situations do arise from time to time. Within the first 30 days of purchase, should you experience an issue with your new projector (excluding damage); we ask that you contact NEC Display Solutions for a return authorization for replacement by calling Technical Support at 800.836.0655. Please note that your original proof-of-purchase will be required in order to facilitate the replacement of any defective NEC display product and is subject to further replacement guidelines.

Service Repair:

Sometimes replacement with a "like new" refurbished product is not possible. In some cases the customer wants to retain their original unit or may not have a major credit card to secure the warranty transaction.

- Contact our Technical Support line at 800.836.0655. The customer must have the model #, serial # and purchase date or original proof-of-purchase ready.
- Our helpful agent will attempt to correct any minor issues that might be causing the product failure.
- If the technical service and support representative is unable to resolve the issue, a service request (SR) number will be issued. Under this option, the customer returns the defective projector for repair and return.
- Once a SR number has been issued, the customer will be given the address for the NEC Display Solutions Authorized Service Location. The customer is responsible for paying for return freight.
- Please note that the customer will be held solely responsible for shipping damage that occurs due to the use of any packaging material other than the standard NEC Display Solutions packaging. If the customer no longer has the original packaging, proper packaging can be obtained from NEC Display Solutions by calling 800.836.0655.
- NEC Display Solutions strives to keep our repair times to a minimum (on average 2 to 3 business days upon receipt, excluding the necessary shipping time).

If it is deemed unrepairable, NEC Display Solutions reserves the right to replace the product with a "like new" refurbished product that is comparable to the defective product. If applicable, the replacement product will take on the remainder of your original product's warranty or 90 days whichever is greater.

Advanced Replacement (InstaCare):

NEC Display Solutions will replace the defective projector using our Advanced Replacement Program called InstaCare. InstaCare offers enhanced fast and flexible service throughout the United States and Canada and is free for the first year of ownership of your NEC projector. All terms and conditions of the standard limited warranty apply.

- Contact our Technical Support Hotline at 800.836.0655. The customer must have the model #, serial # and purchase date or original proof-of-purchase ready.
- Our helpful agent will attempt to correct any minor issues that might be causing the product failure.
- If the technical service and support representative is unable to resolve the issue, a material return authorization (MRA) number will be issued. Under this option, NEC Display Solutions ships the customer a replacement unit first. A major credit card (VISA, MasterCard, Discover or American Express) is needed in order to secure the value of the advanced

replacement unit. (The customer will have 21 calendar days from the date of shipment of the replacement unit to return a unit to an NEC Display Solutions authorized return facility.

- Remove any accessory lenses, PC card viewers, cables, manuals and options. NEC will not be responsible for hardware sent in with an exchanged unit.
- The customer is responsible for the freight of the unit being returned (excludes DOA). As long as NEC Display Solutions receives the unit back within 21 days, in good condition, the credit card will not be charged.
- It is the responsibility of the customer to properly package the return product and ship it to the address provided by the technical service & support representative. Please note that the customer will be held solely responsible for shipping damage that occurs due to the use of any packaging material other than the standard NEC Display Solutions packaging. If applicable, please utilize the advanced replacement's packaging for the return projector or call Technical Support at 800.836.0655 to obtain proper packaging.
- The MRA number must be prominently displayed. Failure to obtain an authorized MRA number or to clearly label the return product will result in the refusal of the shipment at your expense.
- The replacement product will take on the remainder of your original product's warranty or 90 days whichever is greater.



Data Projections Support of Clevertouch Manufacturer Warranty Agreement

On-Site Technical Response

Data Projections will request preliminary diagnostic and serial information from the client related to the service request prior to a technician being dispatched to a client's facility. If the issue is unresolved, a technical representative will be dispatched on-site to assess the issue(s). If it is determined the hardware needs to be replaced due to equipment failure, any labor associated with replacing the hardware would be covered at no additional cost for if it is incurred within the terms and conditions of the warranty period. If equipment is replaced for reasons other than failure or malfunction the labor would be an additional cost not covered under the terms of the agreement.

Remote Technical Assistance

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

Manufacturer Warranty Period

The manufacturer warranty period is three years from the date the product was purchased. This warranty is only valid for the original owner and cannot be transferred to subsequent owners. Data Projections will cover the cost associated with the submission and return of any equipment requiring repair under the agreement.

Warranty Exclusions

This warranty does not cover the following items:

1. Improper use resulting in damage or defect caused by the failure to properly maintain the device.
2. Connection or use of the product for a purpose other than that for which it is intended

www.dataprojections.com/ 1.866.CALL.DPI

Austin – Dallas – Houston – San Antonio.

3. Incorrect storage or cleaning

4. The permanent & also partial display of fixed images (typical display damage being so-called burn-in effects such as image retention and image sticking)

5. Operating conditions which exceed normal office or private use (e.g. operation in smoky or dusty atmospheres or at extraordinary room temperatures and under UV/IR radiation).

6. Natural Disaster, fire, flooding, chemical or biological exposure, acts of war, acts of violence or similar events.

7. The modification of the product by persons not authorized by Data Projections

8. Accessory parts such as boxes, packaging, batteries or other consumables which are used in conjunction with the product and have to be replaced as expected are not covered by the warranty.

9. Pixel errors are unavoidable in LED Technology; they only constitute a fault under the terms of this warranty if they deviate from the product specification

11. Products whose serial numbers have been modified, removed or made illegible are excluded from the warranty

Simply
Connected.

BENQ AMERICA CORP. END USER LIMITED WARRANTY

Jamboard

Subject to the terms and conditions set forth below, BenQ America Corp. ("BenQ") warrants the new Jamboard ("Product") you have purchased from BenQ or from a BenQ authorized reseller/retailer, to be free from defects in materials or workmanship under normal consumer use during the warranty period in the continental United States, Hawaii, and Alaska. If the Product becomes defective during the warranty period BenQ will, at its option, repair or replace the Product. BenQ may use new or reconditioned components or parts to repair the Product, or replace the Product with a new or reconditioned Product of the same or functionally equivalent model.

Jamboard Standard Limited Warranty: Subject to the exclusions set forth below:

One (1) year from the purchase date by the end user customer (the "Customer") repair or replacement only at BenQ's discretion; refurbished units have a separate warranty policy.

DOA (Dead On Arrival): Must be reported within thirty (30) days of purchase. An RMA number must be issued in order to process the replacement. BenQ will replace the DOA unit with a brand new replacement. BenQ will cover the freight charges both ways.

Shipping Damages: All shipping damages must be reported within seven (7) business days upon receipt of the Product. BenQ is not responsible for shipping damages reported after such period.

Repaired or Replaced Parts and Products: All repaired or replaced parts or products shall be warranted only for the remainder of the original warranty period specified above.

Obtaining Warranty Service

If you purchased a Jamboard in the continental United States, Hawaii, or Alaska, you are entitled to repair service during the warranty period subject to the following terms and conditions:

- Warranty service is available for Jamboard purchased and located in the continental United States, Hawaii, and Alaska.

- You can contact Jamboard Technical Support Center at 1-877-355-5787. Proof of the place and date of purchase is required to verify your warranty service claim.
- Jamboard Technical Support Center will attempt to resolve technical issues over the phone. If telephone resolution is not possible, Jamboard Technical Support Center may determine as its sole discretion, to dispatch a service technician from its authorized service provider to perform the on-site service at your product location and issue a Return Merchandise Authorization ("RMA") number referencing the repair order as further described in Section 5 ("On-Site Service"). Alternatively, a depot service may be performed as further described in Section 4 below ("Depot Service"). Jamboard Technical Support Center will then issue an RMA number to be used as a means of identifying the Product returned. RMA numbers are valid for thirty (30) days and void thereafter.
- Depot Service.

(a) You can ship your Jamboard to a BenQ Authorized Service Provider facility to be repaired or replaced per warranty terms may be needed. Please contact Jamboard Technical Support Center at 1-877-355-5787 to arrange depot service with shipping freight paid by BenQ and learn more about shipping packing requirements and possible costs you may need to be aware of and bear such as customs, duties, taxes, and insurance associated with transportation of Jamboard.

(b) BenQ or BenQ Authorized Service Provider will use its best efforts to service Products within thirty (30) days after receipt of the Products at its warehouse facilities. For return shipments of the Products, BenQ or BenQ Authorized Service Provider will pay the shipping cost and retain risk of loss until delivery to the Customer's location as evidenced by signature collected by carrier. The Customer may designate only one location within the continental United States, Hawaii, or Alaska for return shipments. BenQ and BenQ Authorized Service Provider are not responsible for shipping or other delays beyond their control.

- On-Site Service.

(a) BenQ or a BenQ Authorized Service Provider will contact you within 1 business day to schedule the on-site service call and arrange a service technician from its authorized service provider to your product

location to perform repair within a reasonable period. Nonetheless, some areas in the US may take longer for an on-site service technician to be dispatched or may not be available at all due to the distance from BenQ Authorized Service Provider.

(b) On-site service within the warranty period is free of charge including two way shipping unless otherwise specified herein.

(c) Person present at the customer's site must be at least 18 years of age for technician to complete the work. If no person over age 18 is present at the customer's site at the scheduled appointment time, the service will not be performed.

(d) It is the customer's responsibility to have the Product easily accessible for the service technician to service the Product.

(e) In the event that the service technician determines a unit is un-repairable or cannot be repaired on site, BenQ may, at its sole discretion, replace the unit or send the unit to a BenQ Authorized Service Provider facility to be repaired.

(f) BenQ reserves the right not to offer the on-site service if it is determined by BenQ that the defect is caused by user's error. On-site service is for manufacture defects only. Installation and configuration is excluded.

Exclusions

This limited warranty does not extend to any Product not purchased from BenQ or a BenQ authorized reseller, nor to any Product with missing or altered service tags or serial numbers from the original manufacturer. This limited warranty also does not extend to any Product that has been damaged or rendered defective (a) due to normal wear and tear; (b) as a result of use of the Product other than for its normal intended use, or other misuse, abuse or negligence to the Product; (c) by the use of parts not manufactured or sold by BenQ; (d) by modification of the Product; (e) as a result of service by anyone other than BenQ or a BenQ Authorized Service Provider; (f) improper transportation or packing when returning the Product to BenQ or a BenQ Authorized Service Provider; (g) improper installation of third-party products; (h) improper environment (including improper temperature or humidity); and (i) unusual physical or electrical stress or interference, failure or fluctuation of electrical power, lightning,

static electricity, fire, or acts of God. BenQ is not responsible for damage to or loss of any programs, data or removable storage media. You are responsible for saving (backing up) any programs, data or removable storage media.

Other Limitations

EXCEPT FOR THE WARRANTIES SET FORTH HEREIN, BenQ DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY APPLICABLE LAW ARE LIMITED TO THE TERMS OF THIS LIMITED WARRANTY. IN NO EVENT SHALL BenQ BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, INFORMATION, DATA OR USE, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRODUCT, EVEN IF BenQ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT REPAIR OR REPLACEMENT, AS APPLICABLE, UNDER THE WARRANTY SERVICES DESCRIBED HEREIN IS YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY BREACH OF THE BenQ LIMITED WARRANTY SET FORTH HEREIN. IF, DESPITE THE FOREGOING LIMITATIONS, FOR ANY REASON BenQ BECOMES LIABLE TO YOU FOR DAMAGES INCURRED BY YOU IN CONNECTION WITH THIS AGREEMENT, THEN, THE LIABILITY OF BenQ WILL BE LIMITED TO THE AMOUNT EQUAL TO THE INVOICE AMOUNT PAID BY YOU TO BenQ OR A BenQ AUTHORIZED RESELLER FOR THE PRODUCT.

All prices, products, terms and conditions are subject to change without notice. Some states or provinces/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages for consumer products, and some states or provinces/jurisdictions do not allow limitations on how long an implied warranty lasts. In such states or provinces/jurisdictions, the exclusions or limitations of this limited warranty may not apply to you. This limited warranty gives you specific legal rights. You may also have other rights that vary from state to state/jurisdiction to jurisdiction. You are advised to consult

applicable state and provincial/local laws for a full determination of your rights

Please call Jamboard Technical Support Center to report a defective product. Hours of Operation (Central Time US) Monday - Friday: 8AM-6PM Toll Free: 1-877-355-5787

To avoid delays, please DO NOT SEND ANY Jamboard to BenQ or BenQ Authorized Service Provider without BenQ's authorization.



Audio Visual Related Products

LED, LCD & Plasma

- **Warranty Service**

Screen size 40" or less (For 2016 models - All 40" and lower are carry in) (On Carry-In models: Transportation to and from the service center is the customer's responsibility.)

Screen size 43" or greater (In-home: Samsung Electronics Canada reserves the right to dispatch In-Home Service subject to availability or provide other service type options.)

- **Warranty Period**

12 months

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What is your Return Authorization Policy?

Chief

All merchandise returned to Chief must be returned with prior authorization and a Return Authorization number provided by Customer Service. Defective or product received incorrectly due to an error on Chief's part will be credited to your account in full. In situations where the dealer needs to return merchandise due to a change in its project/equipment or due to ordering incorrectly, a restock charge will apply as follows. Merchandise invoiced in the past 0-30 days - 10%; 31-60 days - 15%; 61-90 days - 25%. Reduced fees may be given for an accompanying reorder of equal or greater value. Returns are not allowed for merchandise over 90 days old; electrical lift products; special order products, or discontinued merchandise. Products returned that are damaged or missing parts will not be eligible for credit unless they can easily be made saleable. Additional charges for parts and labor may apply.

Da-Lite

Return authorization must be obtained prior to the return of any merchandise. A return authorization number and shipment instructions will be provided by a Da-Lite Customer Care Specialist. Returns will not be accepted for merchandise over 120 days old. Restock fees will apply and differ for standard vs. custom product. Please contact Customer Care for additional information.

Are Chief products covered under a warranty?

With the exception of electrical products, Chief warrants its products to be free of defects in material and workmanship for 10 years. All warranties are in effect beginning the date the product was invoiced by Chief. Electrical mechanisms (such as lift products) have a 1-year limited warranty. All warranties are in effect for the original purchaser only. Chief disclaims liability for any modifications, improper installation and/or installations over the specified weight capacity. Chief also disclaims liability for any modifications made to electrical mechanisms, improper installation, incorrect voltage connection and/or installations over the stated weight capacity. All Electrical Mechanisms are intended for indoor use only and failure to comply will void warranty.

Chief's sole warranty obligation to the owner of its products is to repair or replace (at Chief's discretion) defective products at no charge to the original purchaser within the warranty period. The purchaser is responsible for returning the product to Chief Manufacturing via prepaid shipping. To the maximum extent permitted by applicable law, Chief disclaims any other warranties, express or implied, including warranties of fitness for a particular purpose and warranties of merchantability. Chief will not be liable for any damages whatsoever arising out of the use or inability to use Chief products, even if Chief has been advised of the possibility of such damages. Chief bears no responsibility for incidental or consequential damages. This includes, but is not limited to, any labor charges for the repair of Chief products performed by someone other than a Chief employee. Because some states and jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply. Chief will not be responsible for damage to Chief products caused by misuse, abuse, failure to properly package the



product for return to Chief or for damage caused by carriers during shipment to or from Chief. Any repairs to Chief products required due to misuse, abuse or shipping damage or repairs of defective Chief product outside the warranty period will be performed at the current rates established by Chief for factory service.

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:
 - 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.

Are SANUS products covered under a warranty?

SANUS warrants its products to be free of defects in material and workmanship for the product's Warranty Period. The Warranty Period commences on the original purchase date of the product.

All SANUS products are covered by a limited product warranty:

- Ten (10) years for metal video monitor mounts; all racks and non-electrical rack accessories
- Five (5) years for plastic speaker mounts; all speaker stands; all furniture; all wood (MDF) accessories
- One (1) year for all motorized and/or automated products

For warranty claims made during the Warranty Period, SANUS will replace any defective product part free of charge. Should a part on your SANUS product fail, call SANUS at 1-800-359-5520 to make a warranty claim. We will discuss the problem with you and once we confirm the product is under warranty, we will ship replacement parts to you within 72 hours. This Limited Warranty does not cover the costs of removing and replacing defective parts from your SANUS product. So, if your problem requires a repair technician, you must pay any labor charges.

This Limited Warranty extends only to the original purchaser of the product and is automatically void if your SANUS product is modified in any way, improperly installed, taxed beyond its stated weight capacity or otherwise misused or abused. All SANUS products are intended for indoor use only and any outdoor use voids this Limited Warranty. The Limited Warranty for wall and ceiling mounts is void if the mount is moved from its initial installation. To the maximum extent permitted by applicable law, SANUS disclaims any other warranties, express or implied, including warranties of fitness for a particular purpose and warranties of merchantability. SANUS will not be liable for any damages whatsoever arising out of the use or inability to use its products, even if SANUS has been advised of

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the possibility of such damages. To the maximum extent permitted by applicable law, SANUS disclaims any responsibility for incidental or consequential damages.



Warranty & Returns

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

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

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

OOPs Protection Plan

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

Returns

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

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



frontrow™
your school. connected.

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

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

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

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

Repairs

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



Polycom Product Warranty Guide

Use the chart below to determine the warranty periods applicable to Polycom's limited warranty for products. The terms and conditions are listed on pages three and four.

Product Name/Family	Software Warranty (bug fixes only)	Hardware Warranty (return to factory repair)	Hardware Warranty (repair cycle time)
Video Endpoints			
Polycom® RealPresence® Group Series	90 days	1 year	30 days
Polycom® HDX® Systems	90 days	1 year	30 days
Polycom® QDX® 6000	90 days	1 year	30 days
Polycom® CMA® Desktop	90 days	1 year	30 days
Video peripherals (purchased from Polycom)	90 days	1 year	30 days
Voice			
Polycom® RealPresence Trio™ Series	90 days	1 year	30 days
PSTN desktop and conference phones	90 days	1 year	30 days
VoIP desktop and conference phones	90 days	1 year	30 days
Polycom® Communicator products	90 days	1 year	30 days
Polycom® CX Series products	90 days	1 year	30 days
Polycom® SoundStructure® products	90 days	1 year	30 days
Polycom® Vortex® products	90 days	2 years	30 days
Polycom Infrastructure			
Polycom® Rack Server Series	90 days	1 year	30 days
Polycom® ContentConnect™	90 days	N/A	N/A
RealPresence Access Director™, Appliance Edition	90 days	1 year	30 days
Polycom® RealPresence® Access Director™, Virtual Edition	90 days	N/A	N/A
Polycom® RealPresence® Broadcast Producer	90 days	1 year	30 days
Polycom® RealPresence® Capture Server	90 days	1 year	30 days
Polycom® RealPresence® Capture Server, Virtual Edition	90 days	N/A	N/A
Polycom® RealPresence® Capture Station	90 days	1 year	30 days

Product Name/Family	Software Warranty (bug fixes only)	Hardware Warranty (return to factory repair)	Hardware Warranty (repair cycle time)
Polycom Infrastructure			
Polycom® RealPresence Clariti™	90 days	N/A	N/A
Polycom® RealPresence® CloudAXIS® Suite	90 days	N/A	N/A
Polycom® RealPresence® Collaboration Server 800s	90 days	1 year	30 days
Polycom® RealPresence® Collaboration Server, Virtual Edition	90 days	N/A	N/A
Polycom® RealPresence® Collaboration Server (RMX) Series	90 days	1 year	30 days
Polycom® RealPresence® Content Sharing Suite	90 days software warranty	N/A hardware warranty RTF	N/A hardware warranty repair cycle
Polycom® RealPresence DMA®, Appliance Edition	90 days	1 year	30 days
Polycom® RealPresence DMA®, Virtual Edition	90 days	N/A	N/A
Polycom® RealPresence Media Editor	90 days	1 year	30 days
Polycom® RealPresence Media® Manager	90 days	1 year	30 days
Polycom® RealPresence® Media Suite	90 days	1 year	30 days
Polycom® RealPresence One™	90 days	N/A	N/A
Polycom® RealPresence® Resource Manager, Appliance Edition	90 days	1 year	30 days
Polycom® RealPresence Resource Manager, Virtual Edition	90 days	N/A	N/A
Polycom® RealPresence Video Dual Manager	90 days	1 year	30 days
Polycom® RealPresence® Web Suite	90 days software warranty	N/A hardware warranty RTF	N/A hardware warranty repair cycle
Polycom® RSS™ Series	90 days	1 year	30 days
Polycom® VBP™ Series	90 days	1 year	30 days
Immersive Telepresence and Vertical Solutions			
Polycom® RPX®, OTX®, and ATX®	90 days	1 year	30 days
Custom products	90 days	1 year	30 days
Halo™ Series	90 days	1 year	30 days
Hardware Upgrades and RMAs			
All products	90 days or balance of original product warranty period, whichever is longer.	90 days or balance of original product warranty period, whichever is longer.	

THE PRECEDING CHART IS A SUMMARY OF THE WARRANTY PERIODS APPLICABLE TO POLYCOM'S LIMITED WARRANTY FOR PRODUCTS. THE TERMS AND CONDITIONS APPLICABLE TO POLYCOM'S LIMITED WARRANTY ARE AS SET FORTH BELOW (AND ARE ALSO INCLUDED IN THE DOCUMENTATION PACKAGED WITH NEW POLYCOM PRODUCTS):

LIMITED HARDWARE WARRANTY. Polycom warrants to the end user ("You" or "Your") that the hardware product will be free from defects in workmanship and materials, under normal use and service, for one year, or such longer period as Polycom may announce publicly from time to time for particular products, from the date the product is shipped by Polycom or its Authorized Reseller. Polycom's sole obligation under this express warranty shall be, at Polycom's option and expense, to repair the defective product or part, deliver to You an equivalent product or part to replace the defective item, or if neither of the two foregoing options is reasonably available, Polycom may, in its sole discretion, refund to You the purchase price paid for the defective product. All products that are replaced will become the property of Polycom. Replacement products or parts may be new or reconditioned. Polycom warrants any replaced or repaired product or part for ninety (90) days from shipment, or the remainder of the initial warranty period, whichever is longer. Products returned to Polycom must be sent prepaid and packaged appropriately for safe shipment, and it is recommended that they be insured or sent by a method that provides for tracking of the package. Responsibility for loss or damage does not transfer to Polycom until the returned item is received by Polycom. The repaired or replaced item will be shipped to You, at Polycom's expense, not later than thirty (30) days after Polycom receives the defective product, and Polycom will retain risk of loss or damage until the item is delivered to You.

LIMITED SOFTWARE WARRANTY. Polycom warrants to You that the software product (whether pre-loaded on hardware or provided as a standalone product) will perform substantially in accordance with the accompanying documentation for a period of ninety (90) days from the date the hardware product is shipped by Polycom or its Authorized Reseller or the software is initially download by You, as applicable. Polycom's sole obligation under this express warranty shall be, at Polycom's option and expense, to repair or replace the defective software, or if neither of the two foregoing options is reasonably available, Polycom may, in its sole discretion, refund to You the purchase price paid for the defective product. Any replacement software will substantially conform to the accompanying documentation and be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

EXCLUSIONS. Polycom will not be liable under this limited warranty if its testing and examination disclose that the alleged defect or malfunction in the product does not exist or results from:

- Failure to follow Polycom's installation, operation, or maintenance instructions;
- Unauthorized product modification or alteration;
- Unauthorized use of common carrier communication services accessed through the product;
- Abuse, misuse, negligent acts or omissions of Yours and persons under Your control; or
- Acts of third parties, acts of God, accident, fire, lighting, power surges or outages, or other hazards.

WARRANTY EXCLUSIVE. IF A POLYCOM PRODUCT DOES NOT OPERATE AS WARRANTED ABOVE, YOUR SOLE REMEDY FOR BREACH OF THAT WARRANTY SHALL BE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE PAID, AT POLYCOM'S OPTION. POLYCOM DOES NOT WARRANT THAT YOUR USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE SOFTWARE WILL BE CORRECTED. FOR SOFTWARE PRODUCTS, YOU ASSUME FULL RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE PRODUCT TO ACHIEVE YOUR INTENDED RESULTS AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM THE SOFTWARE PRODUCT. TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. POLYCOM NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF ITS PRODUCTS.

SUPPORT & SERVICE AGREEMENTS. Product support and services are covered under a separate services agreement. If You purchased Your product from a Polycom Authorized Reseller, contact the Authorized Reseller for information about support and service agreements applicable to Your product. For information on Polycom service, go to the Polycom website www.polycom.com, products and services menu, or call 1-800-765-9266, outside the US call 1-408-526-9000, or Your local Polycom Office, as listed on the Polycom website.

LIMITATION OF LIABILITY. TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, POLYCOM EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF ITS PRODUCTS, EVEN IF POLYCOM OR ITS AUTHORIZED RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND LIMITS ITS LIABILITY TO REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE PAID, AT POLYCOM'S OPTION. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE.

DISCLAIMER. Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers, or the limitation of liability for personal injury, so the above limitations and exclusions may be limited in their application to You. When the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of the applicable written warranty. This warranty gives You specific legal rights which may vary depending on applicable local law.

Need flexible financing?

Polycom **CAPITAL**
Collaborative Financing

www.polycom.com/polycom-capital

About Polycom

Polycom helps organizations unleash the power of human collaboration. More than 400,000 companies and institutions worldwide defy distance with video, voice and content solutions from Polycom. Polycom and its global partner ecosystem provide flexible collaboration solutions for any environment that deliver the best user experience and unmatched investment protection.

Polycom, Inc.
1.800.POLYCOM
www.polycom.com

Polycom Asia Pacific Pte Ltd
+65 6389 9200
www.polycom.com.sg

Polycom EMEA
+44 (0)1753 723282
www.polycom.co.uk





Product _____
Serial _____
Owner _____
Expire Date _____
Comments: _____

Limited Hardware Warranty

All systems and components are shipped with a limited warranty, which covers defects in materials and workmanship in hardware products. To determine which warranty came with your hardware product(s), see your packing slip or invoice.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state (or jurisdiction to jurisdiction), our responsibility for malfunctions and defects in hardware is limited to technical support, repair and replacement as set forth in this warranty statement. All expressed and implied warranties for the product, including but not limited to any implied warranties and conditions of merchantability and fitness for a particular purpose, are limited in time to the terms of the limited warranty period reflected on your packing slip or invoice. No warranties, whether expressed or implied, will apply after the limited warranty period has expired.

Shipping Damage

Customers are responsible to refuse all packages that arrive damaged. Customers need to notify Discover Video within 24 hours from the delivery date if a package was delivered damaged to obtain a RMA number. Customers take full responsibility for accepting any packages damaged during shipping. Shipping is FOB Wallingford CT.

Technical Support

During the Limited Warranty Period, Discover Video or our suppliers, will provide hardware product technical support. The scope of technical support consists of helping you diagnose and resolve problems with defects in computer systems supplied by us.

Software support for Discover Video products is sold separately.

The customer must provide Remote Access using either RDP or the Discover Video provided remote access software client in order for Discover Video or our suppliers provide support. Failure to provide remote access for troubleshooting will delay resolution and can further limit warranty coverage.

Return To Factory Warranty

For products with a Return To Factory Warranty, the customer should first contact Discover Video support. We will attempt to resolve hardware issues by working with the customer. The customer may be directed to return the product to the factory.

- The customer must first obtain a Return Material Authorization (RMA) from Discover Video support.
- The customer will bear any shipping costs from the customer to Discover Video. Discover Video will bear any shipping costs from Discover Video to the customer.
- Discover Video will restore the system to its original working condition provided it is within the Warranty Period.



- Hardware additions, software not preinstalled by us, upgrades, modifications, or configuration changes done by the Customer are not covered by this warranty, and may be damaged or removed during the repair process.
- Software is not covered under this warranty, but may be covered by Software Maintenance.
- It is necessary that a backup of the software and data on your system's hard disk drive and on any other storage device(s) in the system be done before Discover Video provides services to you. You understand and agree that Discover Video is not responsible for any loss of software or data under this Hardware Warranty.
- Individual component warranties will be voided if the components have been altered in any way, including without limitation: products that have been scratched, defaced, labeled or indelibly marked, tampered with or if serial numbers have been altered, or if factory sealed parts have been tampered with or broken.
- Warranties will be voided if product has been damaged by actions that are beyond our control, including for example, impacts, fluids, fire, flood, wind, earthquake, lightning or similar disaster, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability or any other Acts of God.
- Warranties will be voided if products have been damaged through misuse, abuse or mishandling, including without limitation the unauthorized modification of the system as a whole or any individual component, and/or the attachment of incompatible peripheral devices, or limitations placed by the manufacturer specifications.
- Warranty Services will be completed within a period of time deemed reasonable by Discover Video and/or the manufacturer.
- THIS LIMITED WARRANTY DOES NOT COVER MINOR IMPERFECTIONS IN UNITS THAT MEET DESIGN SPECIFICATIONS OR IMPERFECTIONS THAT DO NOT MATERIALLY ALTER FUNCTIONALITY.

On-Site Service Warranty

On-site service within the continental United States is available for DEVOS Server Hardware for five (5) years, starting from the date the hardware was shipped from Discover Video to the customer or to the customer's selected authorized reseller/integrator/VAR. The technician will need to have the full address of your system's location. A service technician will be dispatched to your location to service your system, according to your service level. All on-site service warranties include Advance Replacement with next day shipping.

- **Technician Knowledge** The service technician is provided by a 3rd party national service provider who is knowledgeable about the hardware to be serviced, but may have no knowledge about the software. The technician's job is to restore the hardware to working condition, which may entail replacing power supplies, server motherboard, option cards, disk drives, and similar.
- **Restore Service** Discover Video will provide remote software service restoration via RDP, Remote Support software, or similar remote high speed connection to the server in conjunction with the on-site technician's services.
- **Standard On-site Service Warranty Agreement** A service technician will, in most cases, be dispatched to arrive at your location for on-site service on the next business day (during your PPM); Monday through Friday, excluding Holidays (see "Holidays" below). If the service technician is dispatched for on-site service after 3:00 p.m. eastern standard time, the service technician may take an additional business day to arrive at your location.



Limits to On-Site Service

- **Holidays** Regular holidays shall include New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day, unless we notify you otherwise.
- **Service Area** These terms and conditions only cover your system(s) located in the 48 contiguous states. Hawaii and Alaska are not included. In addition, Discover Video may invoice you an additional charge for service in certain remote areas of the United States.
- **If You Miss the Service Visit** If you or your authorized representative is not at the location when the service technician arrives, the service technician cannot service your system(s). The service technician will leave a card to let you know he/she was there. If this occurs, you may be charged an additional fee for a second service call to repair your system(s).
- **If You Move Your System** If you move your system(s) to a geographic location in which the service coverage you purchased is not available at the same price as you paid for these terms and conditions, you may incur an additional charge to maintain the same categories of service coverage at the new location. If you choose not to pay such additional charge, your service may be automatically changed to categories of service that are available at such price or a lesser price in such new location with no refund available.
- **Optional & Extended Services** With regard to any services that are not within the coverage of these terms and conditions, it will be within our discretion whether to perform the services, and, if we or our suppliers elect to perform the services, the services will be subject to an additional charge to be paid by you.
- **Assistance You Must Provide** The service technician will need full access to your location and to your system(s) at no cost to us. You must assure that the service technician has working space, electricity, an internet connection and a local telephone line. If these requirements are lacking, we or our suppliers are not obligated to provide on-site service. In addition, you are obligated to provide remote access to the server for Discover Video to provide service restoration and other maintenance.
- **Software Maintenance** Discover Video requires that you have a current Software Maintenance in order for you to receive software updates and services. Because you have 5 years of on-site hardware maintenance does not suggest you have a similar period of software maintenance. It is possible for software maintenance to lapse, in which case you may still receive hardware maintenance but we cannot guarantee full restoral of your service.
- **Software Backup** It is necessary that a back up of the software and data on your system's hard disk drive and on any other storage device(s) in the system be done before we provide services to you. You understand and agree that we are not responsible for any loss of software or data.
- **Miscellaneous Limitations to Service Coverage** THESE TERMS AND CONDITIONS ARE OF LIMITED DURATION AND COVERAGE. These terms and conditions extend only to original purchasers of the system(s) and located within the continental United States, and to any person who buys the system(s) and these terms and conditions from the original purchaser, or a subsequent transferee, as long as Discover Video has been notified and has acknowledged the transaction. These terms and conditions extend only to uses for which a covered system was designed. If you use a covered system in a way that it was not intended to be used, this on-site service package is void, and we and our suppliers will not be obligated to repair or replace the system. The services we and our suppliers agree to provide under these terms and conditions are repair services that are necessary because of any defect that exists or occurs in materials or workmanship in the system(s) or in any system component covered by these terms and conditions. Preventive maintenance is not included. Installation, deinstallation, or relocation services and operating supplies are not included. Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than us or our suppliers (or our representatives or assignees) are not included. We and our suppliers are not obligated to repair

Crestron Electronics, Inc.

Standard Limited Warranty

Crestron Electronics, Inc. ("Crestron") warrants that if its products ("Products") are found to exhibit defects in material or workmanship under normal use during the period of three (3) years from the date of purchase, so long as customer purchased the Products directly from Crestron or an authorized Crestron dealer ("Customer") and promptly notifies Crestron of the defect and, if requested by Crestron, upon return of the defective Product, Crestron will, at its sole discretion, repair or replace such Product subject to the additional conditions and exceptions described below. This warranty is a limited warranty and gives you specific legal rights. You may also have other rights which vary from state to state.

Exceptions

This warranty is applicable to Products with the following exceptions: power supplies, motors and other moving or rotating mechanical parts are covered for a period of one (1) year; touch screen displays are covered for a period of ninety (90) days; batteries and lamps are not covered under this or any other warranty.

Terms and conditions of limited warranty

Customers should inquire of the dealer regarding the nature and extent of the dealer's warranty, if any. Repaired or replaced Products and parts supplied under this warranty shall be covered only by the unexpired portion of the warranty on the original purchase. This warranty is provided only to the Customer that purchased the Product and shall not extend to subsequent owners. This warranty does not cover, and Crestron is not responsible for labor costs to diagnose, remove, repair, replace, reinstall and/or program any Product.

This warranty shall be null and void, and Crestron shall have no liability under the terms of this warranty, if the Product has been used in an application or environment other than that for which it was intended or if it has been subjected to misuse, abuse, accidental damage, modification, improper repair or installation procedures or adverse environmental factors including incorrect line voltages, improper wiring, improperly rated fuses or circuit breakers, insufficient ventilation or incorrect temperatures or an act of God. This warranty does not cover any Product that has had the serial number altered, defaced or removed.

This warranty shall be the sole and exclusive remedy to the Customer. In no event shall Crestron be liable for incidental or consequential damages of any kind (property or economic damages inclusive) arising from the sale or use of the Product. Customer assumes and will hold Crestron harmless with respect to all such losses. Crestron's liability on any claim for damages arising out of or in connection with the manufacture, sale, installation, delivery, or use of the unit shall never exceed the purchase price of the unit. Crestron is not liable for any claim made by a third party or made by the Customer for a third party.

Further, Crestron shall have no liability for any claims of infringement of any patent, trademark, copyright or other intellectual property for the following: (i) if the Products are used in combination with other third party products or without Crestron's express authorization; (ii) if the Products were modified by anyone other than Crestron; (iii) for the use or sale of the Product other than as specified and authorized in Crestron's documentation; or (iv) for the use or sale of any version of Crestron software other than the most current version.

EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY, CRESTRON MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, NOR AUTHORIZES ANY OTHER PARTY TO OFFER ANY WARRANTY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE DURATION OF ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS EXPRESSLY LIMITED TO THIS WARRANTY PERIOD.

This warranty supersedes any and all previous warranties. Some states do not allow exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so these limitations may not apply to you. Crestron's obligations under any implied warranties shall be limited to the terms of this express warranty.

To make a warranty claim

To make a warranty claim, promptly notify Crestron within the warranty periods described above by calling the Crestron Technical Support Center at 1-888-CRESTRON. Crestron, in its sole discretion, will determine what action, if any, is required under this warranty. No Products may be returned for credit, exchange, or service without prior authorization from Crestron.

Most problems can be corrected over the phone through close cooperation between Customer and a Crestron technician. To better enable Crestron to address a warranty claim, please have the Product's serial and model numbers as well as its current operating system version, if applicable. If Crestron, in its sole discretion, determines that an on-site visit or other remedial action is necessary, Crestron may send a representative or coordinate the dispatch of a representative from a Crestron approved vendor, to Customer's site, and/or coordinate a warranty service call between Customer and a Crestron approved vendor.

Disclaimer regarding third party add-on content

From time to time and for various Product offerings, Crestron may make available through its dealers various third party software services ("Add-on Content") including, but not limited to, Internet weather and radio services and the like. Crestron may add or delete available Add-on Content at its sole discretion, without notice. To the maximum

Crestron Electronics, Inc.

Standard Limited Warranty

extent permitted by law, Crestron (on behalf of itself, its affiliates, licensors, and suppliers) expressly disclaims any and all warranties with respect to the Add-on Content, express or implied including, but not limited to, implied warranties of merchantability or fitness for a general or particular purpose. Additionally, Crestron makes no warranty that: (i) the Add-on Content will meet your requirements; (ii) the Add-on Content will be uninterrupted, timely, secure or error-free; (iii) the results from the use of the Add-on Content will be effective, accurate or reliable; or (iv) the quality of the Add-on Content will meet your expectations.

General

This warranty shall be governed by, and construed in accordance with, the laws of the State of New Jersey without regard to conflict of laws principles. In the event of any dispute arising between the parties in connection with or relating to this warranty, the parties agree that such dispute shall be resolved informally, if possible, and failing an informal resolution, then through final and legally binding arbitration to be conducted in New Jersey, with each party to bear its own costs. If for any reason a claim proceeds in court rather than in arbitration, Customer consents to the exclusive general jurisdiction of the state and federal courts of New Jersey, and waives any objection to such venue.



Warranty Length / Type	3 years Limited – Parts & Labor, Mail In Depot Service Only. Register your AOPEN Chrome Commercial product within 30 days of date of purchase to receive additional 2 years limited product warranty.
Hardware Technical Support	3 years (standard), additional 2 years with registration
Software Support	90 Days
Service Website	http://www.aopen.com
Service Phone Number	888-97-AOPEN

This product limited warranty policy applies to AOPEN Chromebox Commercial products and Chromebase Commercial products which were sold and purchased from AOPEN America or AOPEN America authorized Resellers. AOPEN warrants its Chromebox Commercial product and Chromebase Commercial product to be free from defects in materials and workmanships during product warranty period from the original date of purchase. This warranty applies only to products that are new on the date of purchase and is valid only for the original buyer and not transferable. The warranty policy does not cover any special bundled Mounting Brackets, Stands or Cabling, or other miscellaneous hardware and accessories which may have been delivered together with the AOPEN Chromebox Commercial product(s) or Chromebase Commercial product(s).

The limited warranty does not cover any damage that is caused by improper usage, handling, transportation or packing during the return of products to AOPEN or AOPEN authorized service providers. Within the warranty period, RMA returned products for warranty service shall be repaired or replaced, determined at AOPEN's sole discretion. Any AOPEN Chromebox Commercial product(s) or Chromebase Commercial product(s) which repaired or replaced by AOPEN will be under warranty for the remaining period of the original warranty or for no less than 3 months from date of return.

There are no user serviceable parts inside the AOPEN Chromebox Commercial product or Chromebase Commercial product. Do not allow any unauthorized service provider or personnel to open the housing, repair or modify the product. RMA product returned for warranty service should be returned in the original product configuration, if evidence of tampering is detected, the warranty will be considered null and void.

AOPEN does not have any obligations to provide RMA warranty services if the customer fails to pay any invoices that are past due even if the products are still under warranty.



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



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.



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.

<p>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</p>	<p>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: Kris Begnaud</p>
<p>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</p>	<p>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</p>



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 multi-room 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.



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:

2017 – **Polycom Platinum Partner Certificate and Specialization Achievement**

2017 – **Polycom Top 25 Audio Visual Provider in North America**

2016 – ***Systems Contractor News* – Top 50 Systems Integrators in the US and Canada**

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)



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, 2015 and 2016. 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 33 for 2016.



Data Projections, Inc.

<http://www.dataprojections.com/products>